

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

HOUSTON HOUSING AUTHORITY

PHA PLANS

**5 Year Plan for Fiscal Years 2009- 2013
Annual Plan for Fiscal Year 2009**

PHA PLAN

HOUSTON HOUSING AUTHORITY

(Formerly Known as Housing Authority of the City of Houston -- HACH)

PHA Name: Houston Housing Authority

PHA Number: TX005

PHA Fiscal Year Beginning: 01/2009

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2009- 2013
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)

The Mission of the Houston Housing Authority (the Authority) (formerly known as Housing Authority of the City of Houston) is:

To improve lives by providing quality, affordable housing options and promoting education and economic self-sufficiency

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
- Improve public housing management: (PHAS score 89)
 - Improve voucher management: (SEMAP score 93)

 - Increase customer satisfaction:
 - Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

- Renovate or modernize public housing units:
- Demolish or dispose of obsolete public housing:
- Provide replacement public housing:
- Provide replacement vouchers:
- Other: (list below)

- PHA Goal: Increase assisted housing choices
Objectives:
 - Provide voucher mobility counseling:
 - Conduct outreach efforts to potential voucher landlords
 - Increase voucher payment standards
 - Implement voucher homeownership program:
 - Implement public housing or other homeownership programs:
 - Implement public housing site-based waiting lists:
 - Convert public housing to vouchers:
 - Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

- PHA Goal: Provide an improved living environment
Objectives:
 - Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
 - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
 - Implement public housing security improvements:
 - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
 - Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
 - Increase the number and percentage of employed persons in assisted families:
 - Provide or attract supportive services to improve assistance recipients' employability:
 - Provide or attract supportive services to increase independence for the elderly or families with disabilities.
 - Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing Objectives:
- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability:
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2009
[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

- High Performing PHA**
 Small Agency (<250 Public Housing Units)
 Administering Section 8 Only
- Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

Executive Summary:

The Houston Housing Authority (the Authority) presents its Comprehensive Agency Plan annually. This document represents the proposed FY2008 Annual Plan and FY2008 – FY2012 Five Year Plan submitted for the required 45-day period of public review and comment. A summary of the changes made to this Comprehensive Agency Plan and the related attachments are provided below:

Low Rent Public Housing Admissions and Continued Occupancy Policy (ACOP) and Related Documents (TAB A)

The Houston Housing Authority is revising the Admissions and Continued Occupancy Policies areas listed below:

1. A new preference is established for applicant households with at least one employed adult. This preference will also be awarded to households in which all adults are either elderly or persons with disabilities.

The ACOP is being reorganized and simplified, removing sections that are purely procedural and focusing on its function as a Statement of the HHA's Policies.

Section 8 Administrative Plan (TAB B)

The Administrative Plan is the Board of Commissioners' governing policy document that directs staff in various non-regulatory aspects of Section 8 program operations. The Housing Authority proposes to make a variety of administrative changes to this document as well as two substantive changes. Key changes are listed below:

- A preference has been established for up to 75 additional persons with disabilities living in institutions to permit them to use housing vouchers to return to the community. HHA has applied for slots to be set aside for homeless veterans under the Veteran’s Assisted Supportive Housing Program.
- Wording will be added to the Administrative Plan to clarify that adults will be added to existing assisted households only when they will not disqualify the family for the unit they are already occupying.

Capital Fund Statements (TAB C – E)

The Plan identifies modernization of existing public housing developments and provides an update on the progress made towards achieving the Authority’s goals.

Schedule of Tenant Charges (TAB G)

Normal maintenance is provided at all properties at no cost to the residents above their monthly rent. The Schedule of Tenant Charges remains in effect.

Schedule of Public Housing Utility Allowances (TAB H)

The Agency Plan contains Schedule of Utility Allowances (TAB H). The Utility Allowance Schedule is an estimate of the charges residents of public housing should incur for utilities (gas and electric). At some Houston Housing Authority properties, all utilities are included in the rent.

Public Housing Lease Agreement (TAB I)

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

	<u>Page #</u>
i. Annual Plan	1
ii. Executive Summary of the Annual PHA Plan	1
iii. Annual Plan Table of Contents	2
1. Statement of Housing Needs	5
2. Statement of Financial Resources	16
3. PHA Policies Governing Eligibility, Selection, and Admissions.....	18
4. PHA Rent Determination Policies.....	27
5. Operations and Management	33
6. PHA Grievance Procedures.....	39
7. Capital Improvement Needs.....	40
8. Demolition and Disposition.....	42
9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities.....	44
10. Conversion of Public Housing to Tenant-Based Assistance	46
11. Homeownership Programs Administered by the PHA	47
12. PHA Community Service and Self-Sufficiency Program	45

13. PHA Safety and Crime Prevention Measures.....	47
14. Pet Policy.....	54
15. Civil Rights Certifications	53
16. Fiscal Audit.....	53
17. PHA Asset Management.....	54
18. Other Information.....	54

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a SEPARATE file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- Admissions Policy for Deconcentration
- FY 2007 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- PHA Management Organizational Chart
- FY 2007 - 2011 Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination

X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization	Annual Plan: Conversion of

	of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plans for Public Housing (Included as Tab N) and/or Section 8 (Included as Tab M)	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Location
Income <= 30% of AMI	158,104	5	5	4	5	4	5
Income >30% but <=50% of AMI	133,689	5	4	4	4	4	4
Income >50% but <80% of AMI	168,793	4	3	3	3	3	3
Elderly	158,997	5	4	4	4	2	4
Families with Disabilities	39,500	5	4	5	4	N/A	N/A
Race/Ethnicity African American	475,528						
Race/Ethnicity	1,921,611						

form HUD 50075 (03/2003)

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Location
Hispanic							
Race/Ethnicity White	1,157,438						

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s
Indicate year:
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/>	Section 8 tenant-based assistance		
<input checked="" type="checkbox"/>	Public Housing -- (Central Wait List)		
<input type="checkbox"/>	Combined Section 8 and Public Housing		
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional)		
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	6,867		450
Extremely low income <=30% AMI	6,269	91.29%	
Very low income (>30% but <=50% AMI)	531	7.73%	
Low income (>50% but <80% AMI)	65	0.95%	
Families with children	4,048	58.95%	

Housing Needs of Families on the Waiting List			
Elderly families	360	5.24%	
Families with Disabilities	809	11.78%	
Race/ethnicity White	392	5.71%	
Race/ethnicity Black	5,592	81.43%	
Race/ethnicity Asian	169	2.46%	
Race/ethnicity Hispanic	742	10.81%	
Race/ethnicity American Indian			

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	3,460	50.39%	
2 BR	2,278	33.18%	
3 BR	1,005	14.64%	
4 BR	105	1.53%	
5 BR	14	0.20%	
5+ BR	3	>.04%	
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input checked="" type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
Historic Oaks of Allen Parkway Village			
	# of families	% of total families	Annual Turnover
Waiting list total	2,863		110
Extremely low income <=30% AMI	1,959	68.42%	

Housing Needs of Families on the Waiting List			
Very low income (>30% but <=50% AMI)	605	21.13%	
Low income (>50% but <80% AMI)	281	9.81%	
Families with children	1,881	65.70%	
Elderly families	333	11.63%	
Families with Disabilities	362	12.64%	
Race/ethnicity White	130	4.54%	
Race/ethnicity Black	2,322	81.10%	
Race/ethnicity Asian	143	4.99%	
Race/ethnicity Hispanic	295	10.30%	
Race/ethnicity American Indian		%	

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	1,054	36.80%	
2 BR	1007	35.16%	
3 BR	668	23.32%	
4 BR	107	3.74%	
5 BR	19	0.66%	
5+ BR			

Is the waiting list closed (select one)? No Yes
 If yes:
 How long has it been closed (# of months)?
 Does the PHA expect to reopen the list in the PHA Plan year? No Yes
 Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input checked="" type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction: Historic Rental Initiatives			
	# of families	% of total families	Annual Turnover
Waiting list total	165		115
Extremely low income <=30% AMI	117	70.91%	
Very low income	34	20.61%	

(>30% but <=50% AMI)			
Low income (>50% but <80% AMI)	12	7.27%	
Families with children	105	63.64	
Elderly families	19	11.52	
Families with Disabilities	35	21.21%	
Race/ethnicity White	5	3.03%	
Race/ethnicity Black	150	90.91%	
Race/ethnicity Asian	0	0.00%	
Race/ethnicity Hispanic	9	5.45%	
Race/ethnicity American Indian			

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	66	40.00%	
2 BR	71	43.03%	
3 BR	26	15.76%	
4 BR	1	0.61%	
5 BR			
5+ BR			

Is the waiting list closed (select one)? No Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

Section 8 tenant-based assistance

Public Housing

Combined Section 8 and Public Housing

Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction: **Fulton Village Apartments**

	# of families	% of total families	Annual Turnover
Waiting list total	1,565		30
Extremely low income <=30% AMI	1,200	76.68%	
Very low income (>30% but <=50% AMI)	296	18.91%	
Low income (>50% but <80% AMI)	68	4.35%	

Families with children	1,123	71.76%	
Elderly families	135	8.63%	
Families with Disabilities	146	9.33%	
Race/ethnicity White	131	8.37%	
Race/ethnicity Black	744	47.54%	
Race/ethnicity Asian	3	0.19%	
Race/ethnicity Hispanic	784	50.10%	
Race/ethnicity American Indian	2		

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	509	32.52%	
2 BR	547	34.95%	
3 BR	448	28.63%	
4 BR	60	3.83%	
5 BR			
5+ BR			

Is the waiting list closed (select one)? No Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

Section 8 tenant-based assistance

Public Housing

Combined Section 8 and Public Housing

Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction: Long Drive Apartments

	# of families	% of total families	Annual Turnover
Waiting list total	1,439		12
Extremely low income <=30% AMI	1,319	91.66%	
Very low income (>30% but <=50% AMI)	109	7.57%	
Low income	10	0.69%	

(>50% but <80% AMI)			
Families with children	996	69.21%	
Elderly families	56	3.89%	
Families with Disabilities	168	11.67%	
Race/ethnicity White	67	4.66%	
Race/ethnicity Black	1,219	84.71%	
Race/ethnicity Asian	32	2.22%	
Race/ethnicity Hispanic	132	9.17%	
Race/ethnicity American Indian			

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	537	37.32%	
2 BR	571	39.68%	
3 BR	283	19.67%	
4 BR	45	3.13%	
5 BR	0	0.00%	
5+ BR	1	0.07%	

Is the waiting list closed (select one)? No Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

Section 8 tenant-based assistance

Public Housing

Combined Section 8 and Public Housing

Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction: Telephone Road

	# of families	% of total families	Annual Turnover
Waiting list total	86		25
Extremely low income <=30% AMI	79	91.86%	
Very low income (>30% but <=50% AMI)	6	6.98%	
Low income (>50% but <80% AMI)	1	1.16%	
Families with children	12	13.95%	
Elderly families	83	96.51%	

Families with Disabilities	2	2.33%	
Race/ethnicity White	18	20.93%	
Race/ethnicity Black	15	17.44%	
Race/ethnicity Asian	6	6.98%	
Race/ethnicity Hispanic	22	25.58%	
Race/ethnicity American Indian			

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	83	96.51%	
2 BR	2	2.33%	
3 BR	0	0.00%	
4 BR	0	0.00%	
5 BR	0	0.00%	
5+ BR	0	0.00%	

Is the waiting list closed (select one)? No Yes
 If yes:
 How long has it been closed (# of months)?
 Does the PHA expect to reopen the list in the PHA Plan year? No Yes
 Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)
 Section 8 tenant-based assistance
 Public Housing
 Combined Section 8 and Public Housing
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)
 If used, identify which development/subjurisdiction: Victory Place Apartments

	# of families	% of total families	Annual Turnover
Waiting list total	1,509		30
Extremely low income <=30% AMI	1,002	66.4%	
Very low income (>30% but <=50% AMI)	337	22.33%	
Low income (>50% but <80% AMI)	159	10.54%	
Families with children	1,474	97.68%	
Elderly families	85	5.63%	
Families with Disabilities	180	11.93%	
Race/ethnicity	40	2.65%	

White			
Race/ethnicity Black	1,312	86.94%	
Race/ethnicity Asian	19	1.26%	
Race/ethnicity Hispanic	114	7.55%	
Race/ethnicity American Indian			

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	508	33.62%	
2 BR	586	38.78%	
3 BR	373	24.69%	
4 BR	39	2.58%	
5 BR	0	0.00%	
5+ BR	0	0.00%	
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	27,841		1,200
Extremely low income <=30% AMI	21,560	74.00	
Very low income (>30% but <=50% AMI)	6,220	21.00	
Low income (>50% but <80% AMI)	61	5.00	
Families with children	17,277	58.92	
Elderly families	15,106	5.17	
Families with Disabilities	5,411	18.06	

Housing Needs of Families on the Waiting List			
Race/ethnicity White	2,100	7.16	
Race/ethnicity Black	25,994	88.64	
Race/ethnicity Asian	1006	3.43	
Race/ethnicity Hispanic	1,546	5.27	
<p>Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p>If yes:</p> <p>How long has it been closed (# of months)? 5 months</p> <p>Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p>			

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available

- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- Counsel Section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: 2009 Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants		
a) Public Housing Operating Fund	10,543,360	
b) Public Housing Capital Fund	6,212,668	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	99,780,996	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	59,718	
g) Resident Opportunity and Self-Sufficiency Grants	0	
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
Section 8 New Construction Housing Assistance Contract	1,539,392	
Disaster Voucher Program	3,848,000	
Disaster Housing Assistance Program	24,500,000	
Section 8 Moderate Rehabilitation and SRO's	2,567,925	
Administrative Fees Section 8 Housing Choice Vouchers	7,361,934	155,682,397
2. Prior Year Federal Grants (unobligated funds only) (list below)		
TX24P00550107 (CFP)	1,135,760	
TX24P00550006(CFP)	1,594,555	2,730,315
TX24E05500108(Emergency Funding)	6,961,638	6,961,638
TX24R00550105(RHF)	86,292	
FY2002 Replacement Housing	529,411	
FY2003 Replacement Housing	315,231	
FY2003 Replacement Housing	82,873	
FY2004 Replacement Housing	368,878	
FY2004 Replacement Housing	96,976	
TX24R00550205(RHF)	141,909	
TX24R00550101 (RHF)	424,544	
TX24R00550106 (RHF)	432,031	
TX24R00550206 (RHF)	173,483	
TX24R005501 -07(RHF)	383,248	
TX24R005502-07(RHF)	253,038	3,287,914

Financial Resources: 2009 Planned Sources and Uses		
Sources	Planned \$	Planned Uses
3. Dwelling Rental Income	8,819,066	8,819,066
4. Other income (list below)		
Excess Utilities Usage Charges	293,300	293,300
Other Tenant Charges & Misc. Income	87,395	87,395
4. Non-federal sources (list below)		
Total resources	177,862,025	177,862,025

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: 120 days
- Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
- Sub-jurisdictional lists

- Site-based waiting lists
- Other (describe) A PHA-wide list for developments / sites not maintaining a site-based waiting list.

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

- 11

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?

If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously?

If yes, how many lists?

- 12

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)
 - Agency Website

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b. Yes No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
 Overhoused
 Underhoused
 Medical justification
 Administrative reasons determined by the PHA (e.g., to permit modernization work, for reasonable accommodation)
 Resident choice: (state circumstances below)

 Other: (list below)
 - Reasonable Accommodation
 - Witness Protection
 - Threats / Reprisals
 - VAWA

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
 Victims of domestic violence
 Substandard housing
 Homelessness
 High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
 Veterans and veterans’ families
 Residents who live and/or work in the jurisdiction
 Those enrolled currently in educational, training, or upward mobility programs
 Households that contribute to meeting income goals (broad range of incomes)
 Households that contribute to meeting income requirements (targeting)
 Those previously enrolled in educational, training, or upward mobility programs
 Victims of reprisals or hate crimes
 Other preference(s) (list below)
 - Federally Declared Disaster Areas as described in the ACOP

- Local Preferences are described in the ACOP
- Police Officer
- Families with an employed adult member

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

- (1) Federally Declared Disaster Areas as described in the ACOP
- (1) Local Preferences are described in the ACOP
- (1) Police Officer

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
 - Federally Declared Disaster Areas as described in the ACOP
 - Preference for families that have at least one adult working or families in which all adults are either elderly or disabled.

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA’s Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)
 - Agency Website

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes

- At family request for revision
 Other (list)

(6) Deconcentration and Income Mixing

- a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?
- b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?
- c. If the answer to b was yes, what changes were adopted? (select all that apply)
 Adoption of sitebased waiting lists
 If selected, list targeted developments below:

Houston Housing Authority Developments

Development	Managed by	Type
Irvinton Village	J. Allen Management Co.	Public Housing
Oxford Place	Orion Real Estate Services	Public Housing
Cuney Homes	J. Allen Management Co.	Public Housing
Kennedy Place	Central Management, Inc.	Public Housing
Historic Rental	Orion Real Estate Services	Public Housing
Clayton Homes	J. Allen Management Co.	Public Housing
Lincoln Park	Orion Real Estate Services	Public Housing
Kelly Village	Central Management, Inc.	Public Housing
Wilmington	J. Allen Management Co	Public Housing
Forest Green	Tarantino Properties	Public Housing
Ewing	J. Allen Management Co.	Public Housing
Victory	Orion Real Estate Services	Public Housing/ Tax Credit
Historic Oaks of Allen Parkway Village	Orion Real Estate Services	Public Housing/ Tax Credit
Fulton Village	Tarantino Properties	Public Housing/ Tax Credit
Heatherbrook	Tarantino Properties	Public Housing/ Tax Credit
Lyerly	Tarantino Properties	Public Housing
Bellerive	Tarantino Properties	Public Housing
Telephone Road	Tarantino Properties	Section 8 New Construction
Long Drive	Tarantino Properties	Section 8 New Construction

Scattered Sites	Houston Housing Authority	Public Housing
-----------------	---------------------------	----------------

- Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

Oxford Place
Historic Rental
Victory
Historic Oaks of Allen Parkway Village
Fulton Village
Heatherbrook

- Employing new admission preferences at targeted developments
If selected, list targeted developments below:

- Other (list policies and developments targeted below)

- d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- Additional affirmative marketing
 Actions to improve the marketability of certain developments
 Adoption or adjustment of ceiling rents for certain developments
 Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
 Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
 List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
 List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below)
- Other (list below)
 - o Prior to initial admission and prior to move

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity
- Other (describe below)
 - o Clients current address
 - o Landlord's name, address, and phone
 - o Amounts owed the Authority by client

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
- The HHA's waiting list for the tenant-based assistance program is currently closed.
- Other (list below)

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 90-day period to search for a unit?

If yes, state circumstances below:

The family must be notified in writing of the PHA's decision to approve or deny an extension. The PHA's decision to deny a request for an extension of the voucher terms not subject to informal review [24CFR 982.554(c)(4)].

PHA Policy

The PHA will approve one 30-day extension upon written request from the family only in the following circumstances:

The PHA will only approve an extensions if it is necessary as a reasonable accommodation for a person with disabilities. In granting such an additional exception, the PHA will consider the efforts made by the family to find a suitable unit.

Any request for an additional extension must include the reason(s) an additional extension is necessary. The PHA may require the family to provide documentation to support the request.

All requests for extensions to the voucher term must be made in writing and submitted to the PHA prior to the expiration date of the voucher (or extended term of the voucher).

The PHA will decide whether to approve or deny an extension request within 10 business days of the date the request is received, and will immediately provide the family written notice of its decision.

Extensions of the voucher term beyond the initial 90-day term may only be approved by the Section 8 Managing Director.

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose funding section 8 programs**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
 - o Families that are being relocated from the Authority's public housing properties
 - o A preference has been established for up to 75 additional persons with disabilities living in institutions to permit them to use housing vouchers to return to the community. HHA has applied for slots to be set aside for homeless veterans under the Veteran's Assisted Supportive Housing Program.

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
 - o Families that are being relocated from the Authority's public housing properties or other properties where they were continuously assisted.

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)
- Date and time of application
For families qualifying for the Federally Declared Disaster Area Preference.
- Drawing (lottery) or other random choice technique
For families without a preference
5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)
- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan
6. Relationship of preferences to income targeting requirements: (select one)
- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

- a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)
- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)
- b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?
- Through published notices
- Other (list below)
- Through agencies that partner with the Authority and provide funding and services
 - Posting at the main office

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA’s income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

- a. Use of discretionary policies: (select one)
- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum

rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- For the earned income of a previously unemployed household member
 For increases in earned income
 Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

- For household heads
 For other family members
 For transportation expenses
 For the non-reimbursed medical expenses of non-disabled or non-elderly families
 Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income)
(select one)

- Yes for all developments
- Yes but only for some developments
- No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- For all developments
- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The "rental value" of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)

1. Interim Re-examination Policy:

- (a) Increases in Income to be reported: Families must report all increases in income/assets of all household members to the Authority in writing within 10 calendar days of the occurrence.
- (b) Increases in Income and Rent Adjustments: The Authority will process rent adjustments only for increases in gross income due to the adding of

new lease members or a change in income source. The increase rent adjustment will be effective the first day of the second month after the interim re-examination. However, Tenants are still required to report all changes in income between regularly scheduled annual recertifications within 10 calendar days of the occurrence. All other rent increases will be effective and processed during the next scheduled annual re-certification.

- (c) Decreases in Income and Rent Adjustments: The Authority will process rent adjustments for decreases in income, which will last more than 30 calendar days, and are reported between regularly scheduled annual recertifications. Rent decreases will be effective the first of the month following the month in which the change was reported in writing and verified. Resident will pay the lower rent pending verification.
- (d) Other Interim Reporting Issues: An interim Re-examination will be scheduled for families with zero and/or unstable income every 90 days. Elderly family members and persons with disabilities are exempt from this Re-examination.
2. Any changes reported in writing by residents other than those listed in this section will be noted in the file by the staff person but will not be processed until the next regularly scheduled annual recertification.

- g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
 Survey of rents listed in local newspaper
 Survey of similar unassisted units in the neighborhood
 Other (list/describe below)

Flat Rents were calculated based on the cost basis and compared to the Local Rents as well as FMRs. In the case of tax credit properties, they were compared to LURA restrictions.

Cost Analysis

Houston Housing Authority										
Proposed Flat Rent Amount by Bedroom Size										
TX #	Development	Eff	1	2	3	3(b)	4	4(b)	5	6
501	Cuney		\$468	\$542	\$650		\$748			
502	Kelly		\$416	\$542	\$650		\$748			
505	Irvinton		\$508	\$659	\$740		\$767			
506	Clayton		\$372	\$498	\$650		\$748			
511	Lincoln		\$427	\$550	\$664		\$804			
512	Oxford		\$512	\$609	\$828					
513	Forest Green			\$436	\$508	\$615	\$684	\$809		
514	Ewing		\$430	\$542						
516	Kennedy			\$454	\$626		\$725		\$786	\$958
519	TX 519				\$716		\$859			
520	Wilmington			\$383			\$720			
521	TX 521				\$716		\$859			
530	TX 530				\$716		\$859			
531	TX 531				\$716		\$859			
544	Lyerly		\$406							
545	Bellerive		\$473	\$600						
546; 537	HOAPV (Combined)		\$515	\$622	\$766		\$1,140		\$1,380	
547	Victory		\$552	\$686	\$793					
548	Fulton		\$457	\$549	\$634		\$708			
549	Historic Rental		\$381	\$541						
550	Heatherbrook				\$475					
400	Telephone Road		\$600	\$727						
401	Long Drive		\$622	\$739	\$918		\$1,071			

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

- a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard?

(select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)
 - o HUD funding cuts

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
- Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)
 - o HUD funding cuts

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(select one)

- An organization chart showing the PHA’s management structure and organization is attached. (See Attachment F)
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	3,067	410
Section 8 Vouchers	14,639	1,442
Section 8 Mod Rehab	364	36
Section 8 New construction	279	28
SRO	79	40
DVP	294	0
DHAP	9,676	0

C. Management and Maintenance Policies

List the PHA’s public housing management and maintenance policy documents, manuals and handbooks that contain the Agency’s rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

- (1) Public Housing Maintenance and Management: (See Below)
- (2) Section 8 Management: (See Below)

NUMBER	TITLE	DATE ISSUED	ISSUED BY DEPT	COMMENT
95-1-01	Dress Code Policy	5.26.95	HR	
96-2-01	Towing Policy	8.26.96	Legal/PHO	Replaces 92.2.20
97-2-01	One Strike You’re Out Policy	1.21.97	Legal/PHO	
97-2-02	File Organizational Checklist	7.16.97	PHO	
97-2-03	Site Inspections	7.16.97	Executive	
97-1-04	Personal Car Mileage Reimbursements	8.26.97	Executive	
97-2-05	Admissions-Public Housing	4.1.97	HM/S8/ISM	

91-1-07	Relationships between HACH Personnel and HACH Tenants	2.18.97	Executive	
98-2-01	Policy and Procedure for Use of Community Building	1.30.98	PHO	
98-2-02	Policy & Procedure on Investigating and Reporting Claim/Incident that takes Place on Housing Authority Property	4.16.98	PHO	
98-2-03	Policy & Procedure for Project Based Evictions for Non-Payment of Rent	4.16.98	Legal/PHO	
98-2-04	Policy & Procedure for Eviction for Cause	4.16.98	Legal/PHO	
98-1-05	HACH Electronic Mail Policy	5.19.98	ISM	
98-1-06	HACH Electronic Mail Procedure	5.19.06	ISM	
98-2-07	Policy & Procedure for Use of Community Property	11.4.98	PHO	Replaces 84.2.02
98-2-08	Care & Maintenance of Dwelling Unit	1.11.84	PHO	
98-2-09	Interfund Transfers	11.4.98	FIN	Replaces 84.2.05
98-1-10R	Resident Employees	11.4.98	PHO	Rescinded 85.1.01
98-2-11	Procedure for Pre-Occupancy Inspections	11.4.98	PHO	Rescinded 84.2.03
98-1-12	Approved Signature Listings (Major Documentation)	11.4.98	FIN	Replaces 85.1.02
98-2-13R	Balance Sheet Account Reconciliations	11.4.98	FIN	Rescinded 85.2.03
98-2-14	Accounts Payable-Check Processing	11.4.98	FIN	Replaces 85.2.05
98-1-15	Time Sheets	11.4.98	FIN	Replaces 85.2.07
98-2-16	Journal Entries/Vouchers	11.4.98	FIN	Replaces 85.2.08
98-2-17	Reconciliation of Bank Accounts	11.4.98	FIN	Replaces 85.2.09
98-2-18	Outstanding Checks	11.4.98	FIN	Replaces 85.2.10
98-2-19	Tenant Escrow Procedure	11.4.98	FIN	Amendment 85.2.12
98-2-20	Section 8 Accounting Procedures	11.4.98	FIN	Replaces 85.2.13
98-2-21	Controls of Signature Plates	11.4.98	FIN	Replaces 82.2.14
98-2-22	Control of Blank Checks	11.4.98	FIN	Replaces 85.2.15
98-2-23	Yearly Re-Examination & Inspection	11.4.98	PHO	Replaces 86.2.03
98-2-24	Household Audit Procedures	11.4.98	PHO	Replaces 86.2.04
98-2-25	Security Deposit Procedures	11.4.98	FIN	Amendment 86.2.09
98-2-26	Allocation of Salary and Overhead Costs	11.4.98	FIN	Replaces 86.2.10
98-1-27	Vehicle Preventive Maintenance Procedures	11.4.98	MAINT/PHO	Replaces 87.01.08
98-2-28	Development Program Construction	11.4.98	DCI	Replaces 87.2.03
98-2-29	Contract Labor Standards Compliance	11.4.98	DCI	Replaces 87.2.04
98-2-30	Turnkey Evaluation Procedure	11.4.98	REID	Replaces 87.2.05
98-2-31	Temporary Relocation Guidelines & Procedures	11.1.98	REID	Replaces 87.2.06
98-1-32R	Smoking policy	11.4.98	EXE	Rescinded 87.1.12
98-2-33	Equipment Loan	11.4.98	MAINT.	Rescinded 87.2.14
98-2-34	Credit Checks	11.4.98	PHO	Replaces 87.2.15
98-1-35	Procedures for Monitoring and Maintaining Authority Contracts	11.4.98	LEGAL	Replaces 88.1.14
98-2-36R	Extermination for Pest (Insect) Control	11.4.98	MAINT.	Rescinded 88.2.1
98-2-37	Procedure and Operational Methods for Vacant Units, Make Readies and Lease-Ups	11.4.98	PHO/MAINT.	Replaces 88.2.02
98-2-38R	Rental Rehabilitation Program SOP	11.4.98	SECTION 8	Rescinded 88.2.03
98-2-39R	Initial Certification of Housing Eligibility SOP	11.4.98	Section 8	Rescinded 88.2.05
98-2-40R	Implementation of Preference Rule SOP	11.4.98	Section 8	Rescinded 88.2.06

98-2-41	Resident's Appliances	11.4.98	PHO/MAINT.	Replaces 88.2.08
98-2-42R	Claims for Damages	11.4.98	Section 8	Rescinded 88.2.10
98-2-43	Recovery of Monies due HACH	11.4.98	Section 8	Replaces 88.2.12
98-2-44R	Denial or Termination of Assistance	11.4.98	Section 8	Rescinds 89.2.01
98-2-45	Tenant Account Data Entry	11.4.98	PHO	Replaces 89.2.03
98-2-46	Home Visit Log	11.4.98	PHO	Replaces 89.2.03
98-2-47R	Proposed Evictions SOP	11.4.98	Section 8	Rescinded 90.2.02
98-2-48	Initial Certification for Moderate Rehabilitation	11.4.98	Section 8	Replaces 90.2.03
98-2-49	Vehicle Use Procedures	11.4.98	Exec.	Replaces 90.1.08
98-2-50	Housing Quality Standards (HQS) Inspections	11.4.98	Section 8	Replaces 90.2.11
98-2-51	File Maintenance	11.4.98	Section 8	Replaces 90.2.13
98-2-52R	Eligibility and Outreach	11.4.98	Section 8	Rescinded 90.2.12
98-2-53R	Tenant Assignment Voucher and Certificate	11.4.98	Section 8	Rescinded 91.2.01
98-2-54	Interim Re-Examinations	11.4.98	Section 8	Replaces 91.2.02
98-2-55	Recurring HAP Audit Tests	11.4.98	Exec.	Replaces 91.2.03
98-1-56	Requisition Approval for Budget Availability	11.4.98	Finance	Replaces 91.1.05
98-2-57	Rent Adjustment for Housing Authority of the City of Houston Owned U.S. Dept. of Housing and Urban Dev. Subsidized Properties	11.4.98	PHO	Replaces 92.2.02
98-2-58	Monitoring Program Performance Quality Control Audits	11.4.98	Section 8	Replaces 92.2.03
98-2-59	Section 8 Portability	11.4.98	Section 8	Replaces 92.2.04
98-2-60R	Semi-Annual Confirmation of Funding Agencies Balance	11.4.98	Finance	Rescinded 92.2.05
98-2-61	Vacancy Loss Claim	11.4.98	PHO	Replaces 92.2.06
98-2-62	Tenant Charges Preparation and Supervisory Review	11.4.98	PHO/Maint.	Replaces 92.2.07
98-2-63	Annual Review of the HACH Schedule of Tenant Charges and Sales	11.4.08	PHO/Maint.	Replaces 92.2.08
98-2-64	Tenant Sales and Charges	11.4.98	PHO/Maint.	Replaces 92.2.09
98-2-65	Tenant Cash Receipts Reconciliation	11.4.98	Finance	Replaces 92.2.10
98-2-66	Monetary Adjustments	11.4.98	Finance	Amendment 92.2.11
98-2-67	Tenant Collections	11.4.98	Finance	Replaces 92.2.12
98-2-68	Bank Charges and Bank Credits	11.4.98	PHO	Replaces 92.2.14
98-2-69	Interim Changes	11.4.98	PHO	Replaces 92.2.15
98-2-70	Offers, Leasing Apartments and Initial Review	9.15.92	PHO	Replaces 92.2.16
98-2-71	Eligibility Requirements, Application Procedure and Waiting List	11.4.98	Section 8	Replaces 92.2.17
98-1-72	Mainframe Computer Audit Trails-Tracking & Reviewing	11.4.98	Exec.	Replaces 92.1.19
98-2-73	Comparability Studies	11.4.98	Exec.	Replaces 92.2.20
98-2-74	Subsidy Payment Worksheet	11.4.98	Section 8	Replaces 93.2.01
98-1-75	Petty Cash Funds	11.4.98	Finance	Replaces 93.1.02
98-2-76	Vendor Information Processing	11.4.98	Section 8	Replaces 93.2.03
98-1-77	Telephone Usage Procedures	11.4.98	Executive	Replaces 93.1.04
98-2-78	Rent Collection Procedure	11.4.98	PHO	Replaces 93.2.05
98-2-79	Managing Tenant Rent Collections and Security Deposits	11.4.98	PHO	Replaces 93.2.06
98-2-80	Policy and Procedure for Collecting Delinquent Accounts	11.4.98	PHO	Replaces 93.2.07
98-2-81	Vandalism	11.4.98	Maint.	Replaces 93.2.09

98-2-82	Housing Quality Standards (HQS) Inspections	11.4.98	Maint.	Replaces 93.2.10
98-2-83	Procurement Files	11.4.98	Purchasing	Replaces 93.2.12
98-1-84	HACH Training Room Procedures	11.4.98	ISM	
98-1-85	Flextime Hours and Work Schedule	11.4.98	HR	
98-1-86	Reporting and Processing Damage to and Loss of HACH Property	11.4.98	Legal	
98-2-87	Civic Association Fee Processing	11.4.98	PHO	
98-2-88	File Organizational Checklist	11.4.98	PHO	Replaced by 97.2.02
98-1-89	Travel Guidelines and Procedures	11.4.98	Exec.	Replaces 89.1.04
98-1-90	Use of the Standard Operating Procedure Form	11.4.98	Exec.	Replaces 86.1.01
98-1-91	Rent Calculations	11.4.98	PHO	Replaces 92.2.13
99-1-01	HACH Fixed Assets Inventory Control	4.19.99	Purchasing	
99-2-02	Installation of Satellite Dishes	5.25.99	PHO	
99-2-03	Lead Based Paint Notification	6.16.99	Section 8	
99-2-04	Annual Rent Increase Adjustment	9.9.99	Section 8	
99-2-05	Rent Reasonableness Survey	12.22.99	Section 8	
01-1-01	Travel Guidelines & Procedures	6.1.02	Admin.	Replaces 98.1.89
01-1-02	Fixed Assets		Admin.	Replaces 99.1.01
01-2-03	Moderate Rehab Contracts	5.24.01	Admin/Section 8	
01-2-04	Moderate Rehabilitation Contracts	4.30.01	Admin/S8	
01-2-05	File Purging	7.2.01	Section 8	
01-01-07	Receiving of Incoming & Outgoing Packaging and/or Documents Procedures	10.9.01	Purchasing	
01-02-08	Repayment Agreements	10.11.01	Public Housing	
01-2-09	Security Deposits	10.15.00	PHO	
02-1-01	Waiting List Selection	7.01.02	Exec.	
02-1-02	Access to HACH Premises by Employees Terminated for Cause	8.29.02	HR&DT	
02-1-03	Housing Authority of the City of Houston System Usage Procedures	9.19.02	ISM	
02-1-04	Computer Acquisition Procedures	9.19.02	ISM	
02-1-05	Internet Security Policy	9.19.02	ISM	
02-1-06	Hardware Inventory Procedures	9.19.02	ISM	
02-1-07	Voice-mail Procedures	9.19.02	ISM	
02-1-08	Virus Prevention Procedures	9.19.02	ISM	
02-1-09	Pages and Cellular Telephone Procedures	9.19.02	ISM	
02-1-10	Software Installation Procedures	9.19.02	ISM	
02-2-12	Earned Income Disregard	10.10.02	PHO	
02-2-13	Tenant File Quality Control Review Policy	12.17.02	PHO	
03-1-01	Temporary Worker Requisition	Pending	HR&DT	
03-1-02	Administration Professional Code of Ethics & Executive Office Protocol	3.3.03	HR&TD	
03-2-03	Community Service Implementation Procedures	8.1.03	HR&TD	
03-2-04	The Quality Control Process for Section 8 Tenant Files	6.20.03	Section 8	
03-2-05	Procedure for Receiving, Documenting, Reviewing and Approving Request for a Higher Utility Allowances as a Reasonable Accommodation in the	8.8.03	Section 8	

	Section 8 Housing Choice Voucher Program			
03-2-06	Tenant Rent Calculation Procedures	5.1.03	Section 8	
03-2-07	Procedure for Criminal Background Checks	10.14.03	PHO/S8	
03-2-08	Intake and Leasing Procedure	12.1.02	Section 8	
03-2-09	Interim Recertification Procedure	6.26.03	Section 8	Replaces 98.2.71
03-2-10	Moving with Continued Section 8 Assistance	6.26.03	Section 8	
03-2-11	Rent Increase Procedure	6.26.03	Section 8	Replaces 99.2.04
03-2-12	Change in Property Ownership	4.1.02	Section 8	Replaces 98.2.76
03-2-13	Informal Review/Hearing Procedure	6.26.03	Section 8	
03-2-14	Vacancy Claims	6.18.03	Section 8	
03-2-15	Rent Adjustments-Section 8 Mod Rehab	6.18.03	Section 8	Replaces 01.02.03
03-2-16	Contract Renewal-Section 8 Mod Rehab	5.1.03	Section 8	Replaces 01.02.04
03-2-17	Portability Procedures-Port-Out Billable	6.26.03	Section 8	Replaces 98.2.59
03-2-18	Rent Reasonableness Policy	10.01.02	Section 8	Replaces 99.2.05
03-2-19	Termination of Housing Assistance	3.14.03	Section 8	
03-2-20	Cancellation of Request for Tenancy (RTA) Procedure	9.20.02	Section 8	
03-2-21	Annual Inspection Procedures-Inspector Field Process	3.4.03	Section 8	Replaces 98.2.50
03-2-22	Rent Abatement Of Rental Assistance	3.5.03	Section 8	
03-2-23	Emergency Complaint and Emergency Fail Procedures	5.24.03	Section 8	
03-2-24	Lead Paint Inspections	2.26.03	Section 8	
03-2-25	Telephone and Voice Mail Procedures	10.10.03	Section 8	
03-2-26	Tenant Rent Calculation Procedures	5.1.03	Section 8	
03-2-27	Procedure for Receiving, Documenting, Reviewing and Approving Request for Higher Utility Allowances as a Reasonable Accommodation	8.23.03	Section 8	
03-2-28	Annual Recertification Procedures for the Section 8 Program	12.1.02	Section 8	
03-2-29	The Quality Control Process for Tenant Files-The Role of the Quality Control Specialist in the Quality Control Process	06.20.03	Section 8	
04-1-01	Texas Exempt License Plates and Titles	02.04.04	Admin/Purch	
04-2-02	Community Service Implementation Procedures	02.16.04	PHO	Replaces 03.02.03
04-02-03	Sex Offender Ineligibility at HACH Properties	04.07.04	PHO	
04-02-04	Rent Reasonableness Policy	04.01.04	Section 8	Replaces 03.02.18
04-02-05	Zero Income Reporting Procedure	05.21.04	Section 8	
04-02-06	Processing Terminations for Tenants	06.01.04	Section 8	Replaces 03.02.19
04-02-07	Annual Inspection Procedures-Inspector Field Process	06.01.04	Section 8	Replaces 03.02.21
04-02-08	Rent Abatement of Rental Assistance	06.01.04	Section 8	Replaces 03.02.22
04-02-09	Telephone and Voice Mail Procedures	07.07.04	Section 8	Replaces 03.02.25
04-02-10	Policy and Procedures for Criminal Background Checks	11.16.04	PHO and Section 8	Replaces 10.14.03
04-02-11	File Organization for all Properties		PHO	Replaces 98.2.88
05-02-01	Rent Abatement of Rental Assistance	01.14.05	Section 8	Replaces 04.02.08
05-02-02	Determination of Adjusted Income	02.01.05	Section 8	
05-02-03	Annual Section 8 HQS Inspections	06.01.05	Section 8	Replaces 04.02.07
05-02-04	Quality Control Inspection Procedures	05.02.05	Section 8	
05-02-05	Emergency HQS Inspections	06.01.05	Section 8	Replaces 04.02.07
05-02-06	Portability Procedures-Port-In	06.30.05	Section 8	

05-02-07	Portability Procedures-Port-Out	06.30.05	Section 8	Replaces 03.02.17
05-02-08	Fraud Recovery Procedures	10.31.05	PHO and S8	
05-02-09	Repayment Agreement Procedures	05.02.09	PHO and S8	Replaces 01.2.08 Replaces 98.2.43
05-02-10	EIV System Use and Security Procedures	08.05.05		
05-02-11	EIV (UIV) Exceed Threshold Procedures	08.05.05	ORC	
05-02-13	Reporting Tenant Information Security Breaches	09.01.15	ORC	
05-02-16	HQS Enforcement Procedures	08.25.05	Section 8	Replaces 03.02.19 Replaces 05.02.01
05-02-17	TANF and Food Stamp Income Verification Procedures	08.25.05	PHO and S8	
05-02-18	TASS Verification Procedures	08.25.05	PHO and S8	
05-02-19	Rent Reasonableness Procedure	10.28.05	Section 8	Replaces 04.02.04
05-02-20	Rent Collection Procedures	12.31.05	PHO	Amendment 98.2.78
05-02-21	Policy and Procedure for Eviction for Non-Payment of Rent in Public Housing and Section 8 New Construction Property		PHO	Replaces 04-16-07
06-02-01	Informal Hearings/Reviews under the Section 8 Housing Choice Voucher Program and Moderate Rehabilitation Program.	03.07.06	Section 8	Replaces 03.02.13
06-02-03	Policy and Procedure for PIC Reconciliation for Public Housing Operations	05.04.06	Section 8	
06-02-04	EIV System Use and Security Procedures	08.01.06	Section 8	Replaces 05.02.10
06-02-05	Intake and Leasing Procedures	08.01.06	Section 8	Replaces 03.02.08
06-02-06	HQS Enforcement Procedures	08.01.06	Section 8	Replaces 05.02.16
06-02-07	Higher Utility Allowances as a Reasonable Accommodation	08.01.06	Section 8	Replaces 03-02-27
06-02-08	Fraud Recovery Procedures	08.01.06	PHO and Section 8	Replaces 05-02-08
06-02-09	HCV File Maintenance and Purging Procedures	08.01.06	Section 8	Replaces 01-02-05 Replaces 98-02-51
06-02-10	Emergency HQS Inspections	08.01.06	Section 8	Replaces 05-02-05
06-02-11	Annual Section 8 HQS	08.01.06	Section 8	Replaces 05-02-03
06-02-12	Determination of Adjusted Income	08.01.06	Section 8	Replaces 05-02-02
06-02-13	Policy and Procedures for Criminal Background Checks	08.01.06	Section 8	Replaces 04-02-10
06-02-14	Annual Recertification Procedures for the Housing Voucher Program	08.01.06	Section 8	Replaces 03-02-28
06-02-15	Zero Income Reporting Procedure	08.01.06	Section 8	Replaces 04-02-05
06-02-16	TANF and Food Stamp Verification Procedures	08.01.06	Section 8	Replaces 05-02-17
06-02-17	Repayment Agreement Procedures	08.02.06	Section 8	Replaces 05-02-09 Replaces 98-02-43
06-02-18	Rental Adjustment Procedures	08.01.06	Section 8	Replaces 03-02-11
06-02-19	Quality Control Inspections	08.01.06	Section 8	Replaces 05-02-04
06-02-20	Moving with Continued Housing Choice Voucher Assistance	08.01.06	Section 8	Replaces 03-01-10
06-02-21	Interim Recertification Procedures	08.01.06	Section 8	Replaces 03-02-09
06-02-22	HCV Portability Procedures – Port In	08.01.06	Section 8	Replaces 05-02-06
06-02-23	HCV Portability Procedures – Port Out	08.01.06	Section 8	Replaces 05-02-07

form HUD 50075 (03/2003)

06-02-24	Informal Hearing/Reviews under the Section 8 Housing Choice Voucher Program and Moderate Rehabilitation Program	08.01.06	Section 8	Replaces 06-02-01 Replaces 03-02-13
06-02-25	Rent Reasonableness Procedures	08.01.06	Section 8	Replaces 05-02-19
06-02-26	Reviewing Voucher Size and Subsidy Standard Procedures	08.01.06	Section 8	
06-02-27	Contract Administrative Procedures	09.12.06	Purchasing	
06-02-28	Vehicle Towing		PHO	Replaces 98-02-96
07-01-01	Responding to Customer Complaints	03-19-07	Chief of Staff	
07-01-02	Access Cards and Keys	10-30-07	Sr. VP	
07-01-03	Key Master and Master Key Book	10-30-07	Sr. VP	
07-01-04	Use of the New Standard Operation Procedure Form	12-10-07	Chief of Staff	

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- PHA main administrative office
- PHA development management offices
- Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- PHA main administrative office
- Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name) Attachment C

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name)
o Tab D

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

Grant # TX24URD0193

1. Development Name: Historic Oaks of Allen Parkway Village
2. Development #: TX24005046
3. Activities pursuant to an approved revitalization plan are completed

1. Development Name: Victory Apartments
2. Development #: TX24005047
3. Activities pursuant to an approved revitalization plan are completed

Grant # TX24URD0197

1. Development Name: Fulton Village Apartments
2. Development #: TX24005048
3. Activities pursuant to an approved revitalization plan are completed

1. Development Name: Historic Rental Initiative
2. Development #: TX24005049
3. Activities pursuant to an approved revitalization plan are completed

1. Development Name: Heatherbrook Apartments
2. Development #: TX24005050
3. Activities pursuant to an approved revitalization plan are completed

1. Development Name: Loan to Purchaser Program
2. Development #: N/A
3. Activities pursuant to an approved revitalization plan are underway

1. Development Name: Fourth Ward Homeownership Program
2. Development #: N/A
3. Activities pursuant to an approved revitalization plan are underway

- Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:

- Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below:

Kennedy Apartment, if approved by LIHTC

- Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
 If yes, list developments or activities below:
- o Replacement Housing Funds will be utilized upon identification of a suitable project.

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)
- Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description	
1a. Development name:	Scattered Sites
1b. Development (project) number:	TX24-P005019
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	November 2008
5. Number of units affected:	56
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: August 2008 b. Projected end date of activity: July 2009

Demolition/Disposition Activity Description	
1a. Development name:	Scattered Sites
1b. Development (project) number:	TX24-P005021
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>

4. Date application approved, submitted, or planned for submission: November 2008
5. Number of units affected: 57
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: August 2008 b. Projected end date of activity: July 2009

Demolition/Disposition Activity Description
1a. Development name: Scattered Sites
1b. Development (project) number: TX24-P005030
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: November 2008
5. Number of units affected: 45
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: August 2008 b. Projected end date of activity: July 2009

Demolition/Disposition Activity Description
1a. Development name: Scattered Sites
1b. Development (project) number: TX24-P005031
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: November 2008
5. Number of units affected: 39
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: August 2008 b. Projected end date of activity: July 2009

Summary of Scattered Site Housing

Disposition Plan TX005019, TX005021, TX005030, & TX005031

The Authority’s objective is to offer the 197 remaining scattered site houses for sale to the highest bidder. The homes will be packaged in groups geographically and offered for sale to the public and/or investors on the open market. The homes will be independently appraised “as is/where is” and acceptable offers must exceed the appraised price.

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	Historic Oaks of Allen Parkway Village
1b. Development (project) number:	TX24-P005046
2. Designation type:	Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA’s Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission:	(07/12/97)
5. If approved, will this designation constitute a (select one)	<input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:	156

7. Coverage of action (select one)
<input checked="" type="checkbox"/> Part of the development
<input type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: Bellerive
1b. Development (project) number: TX24-P005045
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(11/01/04)</u>
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 209
7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: Lyerly
1b. Development (project) number: TX24-P005044
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(11/01/04)</u>
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 198
7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA’s developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If “No”, skip to component 11; if “yes”, complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name: All Developments	
1b. Development (project) number: TX005	
2. What is the status of the required assessment?	<input type="checkbox"/> Assessment underway <input checked="" type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input checked="" type="checkbox"/> Other: (describe below)

A streamlined conversion Assessment was submitted to HUD in 2000 as part of the FY2001 Annual Plan. A voluntary conversion plan was submitted to HUD during FY2002.

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name:	Fourth Ward New Construction Homeownership Program
1b. Development (project) number:	TX24P00004/007
2. Federal Program authority:	
<input type="checkbox"/>	HOPE I
<input type="checkbox"/>	5(h)
<input type="checkbox"/>	Turnkey III

<input checked="" type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input checked="" type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <u>(04/12/2000)</u>
5. Number of units affected: 10
6. Coverage of action: (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <u>(04/12/2000)</u>
5. Number of units affected: 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

4TH WARD NEW CONSTRUCTION-HOMEOWNERSHIP PROGRAM

Summary of Plan

The Authority has provide d 6 new construction and 4 completely rehabilitated homeownership replacement units within the Fourth Ward/Freedmen's Town. These single family detached homes are constructed on land owned or under option by the Authority and are being sold to eligible purchasers on a fee simple basis. The target population is 60-80% AMI. The Authority procured a developer/builder to construct these homes. To enable targeted households to purchase these houses at appraised value, The Authority will provide subordinate deferred payment second mortgages to these households. Eligible households may also choose to seek down payment assistance through grant programs.

B. Section 8 Tenant Based Assistance

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants
- 26 - 50 participants
- 51 to 100 participants
- more than 100 participants

b. PHA-established eligibility criteria

Yes No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria below:

12. PHA Community Service and Self-Sufficiency Programs

[24 CFR Part 903.7 9 (1)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed?

10/29/1996 AND 04/20/2000

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families

- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

- o ROSS Grant, Public Housing residents affected by the Welfare Reform Act

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Family Self-Sufficiency	590	Specific Criteria	PHA Main office	Section 8 Residents
Walgreens Training	Varies	PHA outreach referral	All Public Housing developments and Neighborhood Resource Center	Public Housing

GED Program	Varies	PHA outreach referral	All Public Housing developments and Neighborhood Resource Center	Public Housing
--------------------	--------	------------------------------	---	----------------

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2006 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	50	50
Section 8	590	550 (05/11/07)

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and reexamination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

C. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937PHA

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)

- o All Houston Housing Authority public housing properties

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime-and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

2. Which developments are most affected? (list below)

- o All Houston Housing Authority public housing properties

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan

- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)
- o All Houston Housing Authority public housing properties

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

N/A – HUD discontinued the PHDEP Program

14. PET POLICY

[24 CFR Part 903.7 9 (n)]

Pet Ownership Policy (TAB 2)

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))? (If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved? If yes, how many unresolved findings remain? 1
5. Yes No: Have responses to any unresolved findings been submitted to HUD? If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)
 Not applicable
 Private management
 Development-based accounting
 Comprehensive stock assessment
 Other: (list below)

3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
 Attached at Attachment (File name)
 Provided below:

RESIDENT ADVISORY BOARD		
NAME OF PRESIDENT	Program/ Development	ADDRESS
Chanda Derrow	Allen Parkway Village	1403 Bluebonnet Place Cr., Houston, TX 77019
Dawn Thorne	Bellerive	7225 Bellerive #319, Houston, TX 77036
Sharhonda Masters	Clayton Homes	1919 Runnells #239, Houston, TX 77003
Diane Sheffield	Cuney Homes	3300 Alabama #2C, Houston, TX 77004
Francis Caldwell	Ewing	1803 Ewing #3A, Houston, TX 77004
Bobbie Figures	Forest Green	8818 Forest Hallow, Houston, TX 77078
Cecelia Garza	Fulton Village	3300 Elser Street #1103, Houston, TX 77009

Cathy Thomas	Heatherbrook	2000 Tidwell, #605, Houston, TX 77093
Shelia Smith	Irvinton Village	2901 Fulton #432, Houston, TX 77009
Dorothy Davis	Kelly Village	1026 Sydnor, Houston, TX 77020
Stephanie Gaston	Kennedy Place	500 Meadow #404, Houston, TX 77020
Charlie Stephens	Lincoln Park	790 W. Little York, #2301, Houston, TX 77091
Charlie P. Jackson	Long Drive	6767 Long Drive
Iris Tryon	Lyerly	75 Lyerly #216, Houston, TX 77022
Maggie Bess	Oxford Place	605 Berry Road, #215, Houston, TX 77022
Ulis Watson, Jr.	Telephone Road	6000 Telephone Rd., #503, Houston, TX 77087
Rochelle Hudson	Victory Apartments	1520 Bailey #417, Houston, TX 77019
Phyllis Durden	Wilmington House	4300 Wilmington #185, Houston, TX 77051
Lynessia Cooks	Section 8	5663 Birchmont Dr., Apt D, Houston, TX 77091
Shanita Vital	Section 8	2725 Reed Rd., #1702, Houston, TX 77051
Shaunette Granger	Section 8	4207 Shelby Circle, #A, Houston, TX 77054

RESIDENT ADVISORY BOARD MEETING

2009 ANNUAL PLAN PROCESS

RESIDENT ADVISORY BOARD MEETING

May 15, 2008

Mr. Steve Mikelman chaired the meeting located at the Neighborhood Resource Center. Participants were reminded that copies of the 2008 Annual Plan were distributed to Resident Council offices following approval. Mr. Mikelman discussed the role of the Resident Advisory Board and the purpose of these meetings, and presented tentative key dates in the Annual Plan development and approval process. Mr. Mikelman reviewed plans for community meetings and stated that the Agency anticipated distributing the document this year primarily in electronic form (CD format). Mr. Andrew Smith explained the process of drafting a new Section 8 Administrative Plan and some key changes that are anticipated. Mr. Jay Patel reported about proposed changes between 2008 and 2009 in the Capital Fund Program Plan. Ms. Cheryl Rivers presented Resident Services plans for the coming year and stated that Ms. Russ, Acting Vice President of Housing Operations, indicated that there would be no significant changes to the Public Housing Admissions and Continued Occupancy Plan (ACOP). RAB members asked questions and discussed information provided by Mr. Mikelman, Mr. Smith, Mr. Patel and Ms. Rivers. No comments were provided. The meeting was adjourned.

RESIDENT ADVISORY BOARD MEETING

July 15, 2008

Mr. Steve Mikelman chaired the meeting located at the Neighborhood Resource Center and briefly discussed contents of the Annual Plan document. Participants were reminded that electronic copies of the 2009 Annual Plan and Comprehensive Five-Year Agency Plan were distributed to the library system, Resident Council offices and on-site management offices at the beginning of the public comment period; electronic copies were also available on the Housing Authority website. Hard copies were provided to other viewing locations when requested. Mr. Mikelman reviewed key dates in the Annual Plan development and approval process, and then reviewed the community meeting schedule. No comments were provided by attendees. The meeting was adjourned.

3. In what manner did the PHA address those comments? (select all that apply)

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
- Other: (list below)

No comments received.

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)
- o Appointment by the Mayor

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe)

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization

Other (list)

c. Eligible voters: (select all that apply)

All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)

Representatives of all PHA resident and assisted family organizations

Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: Houston, Texas

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.

The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

1. Agency Plan to Provide Services to Persons with Limited English Proficiency

The Houston Housing Authority has developed a plan to ensure that limited English proficient (LEP) persons can effectively participate in or benefit from federally assisted programs and activities under its administration. The LEP Plan (included as Tab X) was developed pursuant to the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons which was published in the Federal Register on January 22, 2007. Given applicable guidelines and available data, the Plan discusses Agency actions, current and prospective, to provide oral and written translation when appropriate. Presently, the Agency plans to offer the opportunity for oral translation when needed and provide written translation to Spanish of program

documents identified as “vital”. Further, the Agency will engage in data collection and analysis to determine if written translation of vital documents to additional languages is appropriate.

2. Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

The Housing Authority recognizes, in the Section 8 Administrative Plan and ACOP, its obligations under VAWA as it relates to administration of assisted housing programs. In general, the law provides that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest of other person under the tenant’s control, shall not be cause for termination of assistance, tenancy or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.

3. Definition of “Substantial Deviation” and “Significant Amendment or Modification

Pursuant to the Agency Plan Rule requirement in 24 CFR 903.7 that agency plans contain a locally derived definition of “substantial deviation” and “significant amendment or modification,” the Authority’s locally derived definition is as follows:

“Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.”

4. Resident Participation Funds.

HUD requires language be presented in the Annual Plan regarding disputes in the disposition of Resident Participation Funds. If a funding dispute regarding activities or the disposition of Resident Participation Funds arises between the Authority and the resident organization, the Authority will use the disputed amounts for resident activities to include, but not limited to,

- a. resident education activities related to HUD policies and procedures;
- b. resident outreach and promotional activities;
- c. Commissioners training;
- d. RC training;
- e. RAB training;
- f. household training;
- g. communication;
- h. orientation and responsibilities for new and existing residents; and
- i. planning functions for such items as the Public Housing Agency Plan, revitalization, safety and security, property management and maintenance, and capital improvements.

**ADMISSIONS AND
CONTINUING OCCUPANCY
POLICY**

of the

**HOUSTON
HOUSING AUTHORITY**

Revised & Adopted
July 15, 2008



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities



ADMISSIONS & CONTINUED OCCUPANCY POLICY of the HOUSTON HOUSING AUTHORITY

Table of Contents

Explanatory Notes	1
I Nondiscrimination and Accessibility	1
A. Complying with Civil Rights Laws	1
B. Reasonable Accommodations Policy	2
C. Providing Information in Languages other than English	4
II Eligibility for Admission and Processing Applications	4
A. Affirmative Marketing	4
B. Qualifying for Admission	5
C. Establishing and Maintaining the Waiting List	5
D. Processing Applications for Admission	5
E. The Preference System	6
F. Applicant Selection Criteria	7
G. Occupancy Guidelines	9
III Tenant Selection and Assignment Plan	11
A. Organization of the Waiting List	11
B. Making Unit Offers	12
C. Accessible Units	13
D. Administering the Applicant and Transfer Lists	13
E. Transfers	13
IV Leasing Dwelling Units	14
A. General Leasing Policy	14
B. Showing Units Prior to Leasing	15
C. Additions to and Deletions from Households	15
D. Visitors	16
V Transfer Policy	16
A. General Transfer Policy	16
B. Types of Transfers	16
C. Priorities for Transfers	17
D. Processing Transfers	21
E. Resident in Good Standing	21
F. Cost of Transfers	22
G. Split Family Transfers	22



VI	Annual Reexamination: Income and Family Circumstances	23
	A. Eligibility for Continued Occupancy	23
	B. Remaining Family Members and Prior Debt	23
	C. Periodic Re-examination.	23
VII	Interim Rent Adjustments: Fixed Rent System	25
	A. Rent Adjustments	25
	B. Interim Changes in Family Composition	26
	C. Effective Date of Adjustments	27
	D. Earned Income Disallowances	27
	E. Right of Return and Preference for Return Recertification	28
VIII	Lease Termination Procedures	29
	A. General	29
	B. Resident-initiated Lease Terminations	29
	C. HHA-initiated Lease Terminations	29
	D. Eviction Actions	29
	E. Record keeping Requirements	30
IX	Utilities	31
	A. Resident-Paid Utilities	31
	B. Excess Utility Charges	31
	C. Reasonable Accommodations	32
X	Flat Rents	33
	A. Flat Rents	30
	B. Annual Update of Flat Rents	33
	C. Choice of Rent	33
	D. Recertification of Families on Flat Rents	33
	E. Hardship Reductions and Flat Rents	33
XI	Determining Income and Rent	35
	A. Annual Income	35
	B. Items not included in Annual Income	36
	C. Anticipating Annual Income	39
	D. Adjusted Income	39
	E. Computing Income-based Rent	40
XII.	Definitions of Terms	41
XIII.	Community Service	51
	A. Background	51



B.	Definitions	51
C	Requirements of the Program	50
D.	HHA Obligations	51



Houston Housing Authority

Admissions and Continued Occupancy Policy for HUD-Aided Public Housing

Explanatory Note: This Admissions and Continued Occupancy Policy (ACOP) is the policy of the Board of Commissioners of the Houston Housing Authority (HHA) governing Public Housing and Section 8 New Construction occupancy in property the HHA owns. The ACOP sets forth the Board's mandatory requirements for performing occupancy-related work and can be revised only by Board resolution and, if the revision is significant, by amending the Annual Plan.

The ACOP is designed to be used with a series of Procedures referenced throughout the text in bold-face type. The procedures are implementing requirements that describe how this policy is to be carried out. Operational details, forms, checklists, methods and systems are contained in procedures, rather than in this policy. The HHA will issue new procedures whenever necessary. All procedures will be dated and numbered.

Explanatory Note 2: The citations to applicable HUD regulations (effective 4/07) follow the text they reference. Footnotes are denoted with superscript Arabic numerals and are presented at the end of each page.

I. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Houston Housing Authority (HHA) to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR §§ 1 and 100**
 - b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination; **24 CFR § 100**
 - c. Executive Order 11063,
 - d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8**
 - e. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146**
 - f. Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units.)
 - g. Any applicable State laws or local ordinances.
 - The HHA shall not discriminate because of race, color, sexual orientation, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the HHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD. **24 CFR § 100**



1. HHA shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior. **24 CFR § 960.203(a)**
2. HHA will offer units only in the order prescribed by this policy, since any other method violates the rights of applicants.

B. Reasonable Accommodations

1. HHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide “reasonable accommodations” to applicants and residents if they or any family members have a disability. **24 CFR § 8.4**
2. A reasonable accommodation is some modification or change HHA can make to its apartments, buildings, or methods and procedures that will assist an otherwise eligible applicant with a disability to take full advantage of and use HHA’s programs, including those that are operated by other agencies in HHA-owned public space. **24 CFR § 8.20**

An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**

- a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of HHA’s program.
3. Subject to the undue burdens and fundamental alterations tests, HHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HHA’s housing program and non -housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, HHA shall comply with all requirements and prohibitions in applicable law. Specific actions are described in the Procedures on Civil Rights and Disability Rights. **24 CFR § 8.4**
 4. Facilities and programs used by applicants and residents shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the HHA has such facilities) will be usable by residents with a full range of disabilities. If HHA offers such facilities, and none is accessible, some¹ will be made so, subject to the undue financial and administrative burden test. **24 CFR § 8.2**
 5. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the Procedure on Civil Rights and Disability Rights. **24 CFR § 8.6**
 6. Examples of reasonable accommodations include, but are not limited to: **24 CFR §8.4**
 - a. Making alterations to a HHA apartment to make it fully accessible so it could be used by a person in a wheelchair;

¹ It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.



- b. Transferring a resident who needs a fully accessible unit from an apartment that cannot be made accessible to an apartment that is accessible;
- c. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility;
- d. Adding or altering apartment or building features so they may be used by a family member with a disability, including but not limited to:
 - 1) Installing strobe-type flashing light smoke detectors for a family with a hearing impaired member;
 - 2) Adding structural grab bars in the bathroom;
 - 3) Changing the doorknobs to lever-type door handles;
 - 4) Installing a magnifier over the thermostat;
 - 5) Switching the bathtub to a shower;
 - 6) Lowering the peephole on the door;
- e. Permitting a family to have a large dog to assist a family member with a disability in a HHA family development where the size of dogs is usually limited; **24 CFR § 8.20**
- f. Making sure that HHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
 - 1) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with HHA staff;
 - 2) Using personal visits, interviews or telephone calls to convey information to an applicant or resident who cannot read;
 - 3) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with HHA staff;
 - 4) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with HHA if the individual desires such representation;
 - 5) Permitting an outside agency or individual to assist an applicant with a disability to meet the HHA's applicant screening criteria.
- g. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**
 - 1) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - 2) to care for and avoid damaging the apartment and common areas; to use facilities and equipment in a reasonable way;
 - 3) to create no health, or safety hazards, and to report maintenance needs
 - 4) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - 5) not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and



- 6) to comply with necessary and reasonable rules and program requirements of HUD and the HHA. but there is no requirement that they be able to do these things without assistance.
 - h. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, HHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
 - i. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, HHA may terminate the lease. **24 CFR § 8.2**
 - j. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. **24 CFR § 8.20**
 - k. If an applicant or resident would prefer not to discuss his/her disability with the HHA, that is his/her right.
- C. Providing Information in Languages other than English for persons with Limited English Proficiency**
1. From time to time, HHA will survey applicants and residents to track the languages in which they are most proficient and to determine the languages into which HHA materials should be translated.
 2. All documents commonly used by applicants and tenants will be available in both English and Spanish versions.
 3. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the greater of five percent of the eligible population of Houston² or 1000 applicants/residents. This includes documents related to registration, intake, marketing, outreach, certification, reexamination and inspections.
 4. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with HHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide translation services.

² At this writing the only languages spoken by at least five percent of the eligible population are English and Spanish



II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing 24 CFR §960.103

1. HHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. HHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply. The method used for Affirmative Marketing is described in **Procedure on Affirmative Marketing**.

B. Qualifying for Admission

1. It is HHA's policy to admit **only** applicants who are qualified³ according to all the following criteria:
 - a. Are a family⁴, as defined in Section XII of this policy;
 - b. Meet HUD requirements on citizenship or immigration status; **24 CFR § 5.5 (subpart E)**
 - c. Have an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in HHA offices. **24 CFR § 960.102**
 - d. Provide documentation of Social Security numbers for family members age 6 or older, or certify that they do not have Social Security numbers; **24 CFR § 5.216**
 - e. Meet the Applicant Selection Criteria in Section II. F. of these policies, including completing a HHA-approved pre-occupancy orientation session if required; **24 CFR § 960.202 & 203**
 - f. Are not already adequately housed in an Authority dwelling unit. Applicants who are listed on a current HHA lease and live in a unit meeting occupancy standards are not qualified for admission.
 - g. For Telephone Road and Long Drive only, no assistance will be provided to any single person who
 - 1) Is enrolled as a student in an institution of higher education, **and**
 - 2) Is under the age of 24,
 - 3) Is not a veteran of the United States Military service,
 - 4) Is unmarried,
 - 5) Does not have a dependent child,
 - 6) Is not a person with disabilities,
 - 7) Is not individually eligible or has parents who, individually or jointly, are not eligible on the basis of income to receive Section 8 assistance.

C. Establishing and Maintaining the Waiting List

1. It is the policy of HHA to administer its waiting list as required by HUD's regulations and its **Procedure on Application Intake and Processing**. Waiting lists will be opened and closed in accordance with

³ The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** definition of "Qualified Individual with Disability".

⁴ A family can be a single person.



HHA's **Procedure on Opening and Closing Waiting Lists**. Applicant names will be removed from the waiting list only in accordance with HHA's **Procedure on Removing Applicants from the Waiting List**. **24 CFR § 960.206**

2. HHA will periodically update each waiting list sublist by contacting all applicants in writing⁵ in accordance with HHA's **Procedure on Updating the Waiting List**.
3. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted in accordance with HHA's **Procedure on Application Intake and Processing**.

D. Processing Applications for Admission

1. HHA will accept and process applications in accordance with applicable HUD Regulations and HHA's **Procedure on Application Intake and Processing**. Except for qualification for preferences, HHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified in accordance with HUD requirements later in the application process.
2. Every application file for admission to public housing shall include the date and time of application; applicant's race and ethnicity; eligibility determination; when eligible, the apartment size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or refused. **24 CFR § 85.42**
 - a. The following information will be verified according to HHA's **Procedure on Verification**, to determine qualification for admission to HHA's housing: **24 CFR § 960.259**
 - 1) Family composition, demographics and type (Elderly/Disabled/Near elderly /Non-elderly)
 - 2) Annual Income
 - 3) Assets and Asset Income
 - 4) Deductions from Income
 - 5) Preferences
 - 6) Social Security Numbers of all Family Members⁶
 - 7) Applicant Screening Information (including criminal history)
 - 8) Citizenship or eligible immigration status
 - b. Enterprise Income Verification (using Federal databases) or third party written, faxed or electronic verification are the required form of documentation. Any other form of verification requires a note to the file explaining its use. **24 CFR § 960.259**

E. The Preference System

1. Preferences establish the order of applicants on the waiting list. An admission preference does not guarantee admission. Every applicant must still meet HHA's Selection Criteria before being offered an apartment. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the offer (immediately prior to execution of a lease), are verified to meet the definitions of the preferences described below. **24 CFR § 960.206**

2. Local Preference

There are 4 local preferences in effect. An applicant will qualify for a preference if he/she qualifies in one or

⁵ Or by the method designated at initial application by applicants with disabilities.

⁶ Or certification that they do not have a social security number, if the individual has no social security number.



more of the following categories (which are defined Chapter XII, Definition of Terms):

- a. Federally Declared Disaster: Applicants displaced by a Federally declared disaster or a disaster to an HHA unit will qualify for this preference if they apply within 90 days from the date the disaster is declared. They will be admitted in the following order:
 - 1) Existing public housing residents and HCV program participants
 - 2) Applicants who were not previously living in assisted housing but who meet all other application criteria.
- b. Working Families: Applies to up to one half of any year's admissions at non-elderly developments only. (Families headed by elderly individuals or persons with disabilities at these properties will automatically be awarded this preference). A family will qualify for this preference if they have at least one adult member who has been employed at least 30 hours per week for the six months prior to admission. It will be considered fraud if a working applicant voluntarily resigns from a job within twelve months of admission when that family's admission was based on the preference for working families.
- c. Site-based preferences and income tiers for Mixed Finance Properties (only) as described below;
 - 1) Historic Oaks of Allen Parkway Village (HOAPV)
Admission preferences
Income Tiers (in accordance with the ratio from the Regulatory and Operating Agreement) – for 344 Family Units
 - a) Applicants with incomes between 0 and 30% of Area Median Income (AMI) – 115 units
 - b) Applicants with incomes between 31 and 50% of AMI – 115 units
 - c) Applicants with incomes between 51 and 80% of AMI – 114 unitsIncome Tiers (in accordance with the ratio from the Regulatory and Operating Agreement) – for 156 Elderly Units – Tax Credit Units
 - a) Applicants with incomes between 0 and 60% of AMI
 - 2) Fulton Village Apartments
 - a) Admissions preferences Applicants with incomes between 0 and 30% of Area Median Income (AMI) – 27 units
 - b) Applicants with incomes between 31 and 50% of AMI – 27 units
 - c) Applicants with incomes between 51 and 60% of AMI – 27 units
 - d) Applicants with incomes between 61 and 80% of AMI – 27 units
 - 3) Victory Street
Admissions preferences
Income Tiers
 - a) Applicants with incomes between 0 and 30% of Area Median Income (AMI) – 34 units
 - b) Applicants with incomes between 31 and 40% of AMI – 33 units



- c) Applicants with incomes between 41 and 50% of AMI – 33 units
- 4) Heatherbrook
 - Admissions preferences
 - Public housing eligible families in which at least one family member is employed full-time.
 - Income Tiers
 - a) Tier 1: Families with incomes between 0 and 30% of Area Median Income – 52 units
- 5) Oxford Place
 - Admissions preferences
 - Returning residents from Oxford Place
 - After all returning residents have received offers, offers will be made by income tiers, as follows:
 - a) 142 units: 0 to 30% area median income
 - b) 7 units: 31 to 40% area median income
 - c) 51 units: 41 to 50% area median income
 - d) 30 units: 51 to 80% area median income
 - e) 20 units: Market Rent Units
- 6) Lincoln Park
 - Admissions preferences
 - The first preference will be awarded to lease compliant former residents.
 - After all former residents who have been lease compliant have received offers, offers will be made according to the following income tiers
 - a) 143 units: 0 to 30% area median income
 - b) 7 units: 31 to 40% area median income
 - c) 50 units: 41 to 50% area median income
 - d) 50 units: unrestricted market rents
- d. Police officer preference (in accordance with the **Procedure on Admission of Police Officers**)
 - The Authority will grant an admissions preference to no more than one police officer per property, whether the officer's family is public housing eligible or not. The following conditions apply to the award of this preference:
 - a) The police officer's family must live in close proximity to other residents;
 - b) No current residents will be transferred to make a unit available to a police officer;
 - c) The regular HHA dwelling lease will be used for the police officer;
 - d) Rent will be computed as set forth in this Policy – either the income-based or flat rent for the unit as chosen by the police officer;
 - e) The police officer's residency is contingent on his/her continuing to work as a police officer.
 - f) The public housing unit must be the police officer's only place of residence;



- g) The police officer's dwelling lease will contain an addendum that will outline the specific duties and hours the officer will work during off-duty time at the public housing site where he/she resides.

First preference among police officers shall apply to officers who are income eligible;

Second preference shall apply to police officers whose incomes are above the income limits.

e. Mixed population preference

- 1) In buildings designed for occupancy by Elderly and Disabled families (Bellerive, Lyerly, Telephone Road), applications from single persons and couples who qualify under the definitions of Elderly Family, Disabled Family and Displaced Person will be ranked higher than those of single persons who are not elderly, disabled or displaced.

- 2) This preference shall not apply to units in General Occupancy properties.

Except as indicated below, these preferences are of equal weight and an applicant may qualify under any of the above categories.

Families that do not qualify for one of these preferences will be categorized as "no-local-preference" applicants;

Sorting among applicants with equal Local and Ranking preferences will be by date and time of application.

5. Factors other than Preferences that affect selection of Applicants

- a. Accessible units: For UFAS accessible units, resident and applicant families that include a member with a disability who is verified to need the features of such units shall be given preference for admission over a family that does not include a member with such a disability. Further, persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.
- b. Income targeting: In accordance with the requirements of the Quality Housing and Work Responsibility Act of 1998, at least 40 percent of admissions in every year shall be families of Extremely Low Income (as defined in Chapter XII, Definition of Terms). To ensure that this target is achieved, applicants shall be combined in groups of ten. The first four families admitted in each such group shall be extremely low income families (even if this means skipping over higher income applicants). The next six families can be in any income group, including Very Low Income and Lower Income.
- c. Deconcentration: If at any time, one of HHA's properties has an average tenant income greater than 15 percent higher than the Authority-wide average income, extremely low and very low income applicants will be targeted for admission until it is within 15 percent of the Authority-wide average income. This requirement neither requires nor permits the transfer of families to achieve deconcentration goals.

F. Screening Applicants for Admission

1. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, HHA requires applicants to demonstrate ability to comply with the essential provisions of the lease: **24 CFR§ 960.202 – 205**
 - a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. to care for and avoid damaging the apartment and common areas;



- c. to use facilities and equipment in a reasonable way;
 - d. to create no health, or safety hazards, and to report maintenance needs;
 - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g. to comply with necessary and reasonable rules and program requirements of HUD and the HHA.
2. HHA will determine each applicant family's ability to comply with the essential lease requirements in accordance with HHA's **Procedure on Applicant Screening**.
- a. Any costs incurred to complete the application process and screening will be paid by HHA.
 - b. Applicants who owe money to HHA or any other housing authority will not be placed on the waiting list until their debt is paid in full. **24 CFR §203**
 - c. The HHA is **required** to reject the applications of certain applicants for criminal activity or drug abuse by family members⁷ unless one of the mitigating factors listed below is applicable to the family:
 - 1) The HHA will reject any applicant for five years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the HHA may admit the household if the HHA determines that **24 CFR § 204(a)**:
 - a) The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HHA, or
 - b) The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
 - c) The applicant household will not include the member involved in drug-related criminal activity
 - 2) The HHA is **required** to reject the application of a household if the HHA determines that:
 - a) Any household member is currently engaging in illegal use of a drug; or **24 CFR § 960.204 (a) (2)**⁸
 - b) The HHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or **24 CFR § 960.204 (a) (2)**
 - c) Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or **24 CFR § 960.204 (a)(3)**
 - d) Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or **24 CFR § 960.204(a)(4)**
 - e) Any member of the household's abuse or pattern of abuse of alcohol may threaten the

⁷ Criminal history on children under age 18 who are charged as adults will be used.

⁸ For purposes of this section a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a belief that the behavior is current



health, safety, or right to peaceful enjoyment of the premises by other residents. **24 CFR § 960.204.(a)(4)**⁹

- d. In addition to the HUD-required rejections for criminal activity, HHA will reject applicants if HHA determines that
 - 1) Any household member has **ever** been convicted of arson or child molestation; or **24 CFR § 960.203. (c)(3)**
 - 2) Any household member has a criminal history in the past five years that involves crimes of violence to persons or property; **24 CFR § 960.203.(c)**

Crimes of violence to persons or property would include but not be limited to homicide or murder, destruction of property or vandalism, burglary, robbery or theft (if committed in a residential setting), drug trafficking, manufacture, use or possession of illegal drugs, threats or harassment, assault or fighting, domestic violence, weapons offenses, criminal sexual assault, and home invasion. **24 CFR § 960.203**
 - 3) The applicant is applying to a property that has tenant-paid utilities and the applicant is unable to get utilities connected in his/her own name.
 - e. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
 - f. Applicants must be able to demonstrate the ability and willingness to comply with the terms of HHA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission.¹⁰ Availability of assistance is subject to verification by HHA. **24 CFR § 8.2, Definition, Qualified Individual with Handicaps)**
3. Screening applicants who claim mitigating circumstances
 - a. If negative information is received about an applicant, HHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable. **24 CFR § 960.203(d)**.
 - b. HHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated. See II.F.2.c of this ACOP.
 4. Qualified and Unqualified Applicants
 - a. Qualified families will be notified by HHA of the approximate date of admission insofar as that date can be determined, however the date stated is an estimate and does not guarantee that applicants will be housed by that date. **24 CFR § 960.208**

⁹ HHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.

¹⁰ Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for HHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.



- b. Unqualified applicants will be promptly notified by a Notice of Rejection from HHA, stating the basis for such determination and offering an opportunity for informal hearing (see **Procedure for Informal Hearing for Rejected Applicants**). At the Informal Hearing the applicant can offer information about mitigating circumstances or mistakes in fact upon which HHA's decision was based. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process (**24 CFR § 960.208(a)**).
- c. Applicants known to have a disability who are eligible but fail to meet the Selection Criteria will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

G. Occupancy Guidelines: HUD Notice of Policy, Dec. 18, 1998 Federal Register

- 1. Apartments shall be occupied by families of the appropriate size. This policy maintains the usefulness of the apartments, while preserving them from excessive wear and tear and underutilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit (Largest Unit Size)</u>	<u>Max Persons/Unit (Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	5	8
5BR	7	10

- 2. The following principles govern the size of apartment for which a family will qualify. Generally two people are expected to share a bedroom. Units will be so assigned that:
 - a. Children age four and under share a bedroom with any other child or a parent, regardless of age or sex;
 - b. Two children between the ages of four and seventeen of the same sex share a bedroom;
 - c. Two children between the ages of four and seventeen of the opposite sex do not share a bedroom, although they may do so at the request of the family.
 - d. Adults (over age eighteen) of the same sex share a bedroom;
 - e. Adults (over age eighteen) of opposite sexes who are spouses or co-heads share a bedroom;
 - f. Adults (over age eighteen) of opposite sexes who are not spouses or co-heads of household do not share a bedroom although they may do so at the request of the family.
 - g. A single head of household parent shall not be required to share a bedroom with his/her child over age four, although they may do so at the request of the family.
 - h. Exceptions to the largest permissible apartment size may be made in case of reasonable accommodations for a person with disabilities.
 - i. An unborn child will be counted as a person in determining apartment size. A single pregnant



woman may be assigned to a one bedroom apartment if she chooses to accept it.

In determining apartment size,

- j. HHA will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as the family can document that the child will be living with the family if they are admitted.
 - k. A live-in aide may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
 - l. One bedroom units in designated elderly properties will be leased first to couples or single persons with live-in aides.
 - m. HHA reserves the right to relax these Occupancy Standards at hard-to-lease properties.
3. The Local Housing Code of two persons per bedroom is the standard for the smallest apartment a family may be offered ¹¹.
 4. The largest apartment size that a family may be offered would be one bedroom per family member, considering family size and composition.

III. Tenant Selection and Assignment Plan

This Tenant Selection and Assignment Plan is the policy that describes how applicants receive unit offers.

A. Organizing the Applicant Waiting List

1. Community-wide Waiting List 24 CFR § 1.4(2)(ii)

Until the HHA offers every applicant on the community-wide waiting list a choice of site-based offers, each applicant for certain properties shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- a. type and size of apartment needed and selected by the family (e.g. mixed population or general occupancy building, accessible or non-accessible apartment, number of bedrooms);
- b. applicant preference, if any;

HHA will maintain the community-wide waiting list in the form of a computer report that records the type and size of apartment needed, each applicant's priority/preference status, the application number, and the race and ethnicity of the family head.

2. Site-based Waiting Lists

All mixed finance properties have site based waiting lists as do the two Section 8 New Construction properties (Long Drive and Telephone Road).

HHA intends to convert all properties to site-based waiting lists. This process will entail contacting all applicants currently on the community wide list and:

- a. Asking them whether they wish to remain on the waiting list for public housing; and
- b. Informing them of the unit sizes and types at each property, as well as the average turnover rate and the likely length of wait for units by size and type; and

¹¹ Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.



- c. Giving each applicant a choice of up to 3 properties where he/she would prefer to live or the choice of receiving the first available offer of a unit.

After each applicant has affirmed that he/she wishes to continue to wait for an offer of public housing and has indicated a preference for up to 3 properties or the first available unit, future applications will be taken on a site-by-site basis only.

B. Making Unit Offers to Transferees and Applicants

1. Certain types of transferees will receive offers of housing before applicants from the waiting list.
2. In all offers HHA shall not discriminate on grounds of race, color, sex, religion, sexual orientation, national origin, disability or familial status. Also, see the **HHA Procedure on Transfers**.
3. Specifically, the following order of offers applies:
 - a. Emergency transfers; **24 CFR § 966.4 (h)**
 - b. Administrative transfers in the following category order:
 - 1) Priority 1: HHA actions that require a unit to be vacated. Such actions could include renovation, revitalization, demolition or disposition of the building or complex;
 - 2) Priority 2: Reasonable accommodations for residents with disabilities **24 CFR § 8.4**
 - 3) Priority 3: Unit too large or too small for resident family **24 CFR § 966.4(c)**
 - c. New Admissions from the waiting list;
 - d. Resident-initiated transfers
4. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status, PLAN "A", the one-offer plan, will be used to make apartment offers to applicants or transferees from waiting lists. **24 CFR § 1.4(2)(ii)**
5. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.

An applicant/transferee must accept the vacancy offered or be removed from the waiting list unless the applicant refuses the offer with Good Cause. (see **HHA's Procedure on Good Cause for Refusal of Unit Offers**)
6. HHA will first match the apartment available to the highest ranking applicant for an apartment of that size, type and special features (if any). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of apartment and have the same local and ranking preference status, the applicant with the earliest date and time of application will receive the earlier offer. **24 CFR § 960.206(c)**.
7. When application processing is delayed because of missing verifications, a family's application will be suspended until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary verification(s) are received, the suspended application will be placed back on the waiting list in its former position.
8. The applicant must accept any apartment offered within 2 working days of the later of
 - a. the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities); or



- b. the date they are shown the apartment.
9. If the applicant does not accept the unit offer within 2 working days, they will be removed from the waiting list..
10. All offers made over the phone will be confirmed by letter¹². If unable to contact an applicant by phone or first class mail, HHA will send a certified letter, return receipt requested.
 - a. If more than one apartment of the appropriate size and type is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first.
 - b. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.
11. Names will be removed from the waiting list in accordance with HHA's **Procedure on Removing Applications from the Waiting List**.

C. Accessible Units

1. Before offering a UFAS accessible apartment to a non-disabled applicant, HHA will offer such units:
 - a. First, to the current public housing resident having a disability that requires the greatest numbers of the special features of the vacant apartment. **24 CFR § 8.27(1) (a)**
 - b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the greatest number of special features of the vacant apartment. **24 CFR § 8.27(1) (b)**
2. When offering an accessible/adaptable apartment to a non-disabled applicant, HHA will require the applicant to agree to move to an available non-accessible apartment within 30 days when a current resident or an applicant with a disability needs the apartment. This requirement is also reflected in the lease signed with the applicant. **24 CFR § 8.27 (2)**
3. If an applicant family includes a member with a visual or hearing impairment, the HHA will retrofit the unit to be offered to the family to make it fully accessible considering the family member's disability.

D. Administering the Applicant and Transfer Waiting Lists

1. Applications for admission and transfer to non-mixed-finance public housing properties will be processed centrally by the Occupancy Department. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the Occupancy Department office¹³. Offers may be made in person, in writing or by phone from the central office or the development.
2. Applications for admission and transfer to mixed finance and Section 8 new construction developments will be processed by site staff and audited by HHA staff following the policies and procedures of HHA and HUD.

E. Transfers

HHA has three possible types of transfers: Emergency, Administrative and Resident-Initiated. The definition of each is found in the Transfer section.

1. Emergency, and Administrative transfers take precedence over admissions.
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.

¹² Or by the communication method requested by an applicant with disabilities

¹³ The exception to this policy is that Mixed Finance properties are administered by the property managers at those sites.



3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination. **24 CFR § 955.4(c)**
4. Tenants may use the HHA Grievance Procedure if they are refused the right to transfer or if HHA is requiring them to transfer and they do not want to do so. **24 CFR § 966.50**

IV. Leasing Policies

A. General Leasing Policy

1. Apartments will be leased without regard to race, religion, sex, age, sexual orientation, national origin, disability and family status. **24 CFR §§ 1.4 and 100**
2. All public housing units must be occupied by families whose sole residence is the public housing apartment. **24 CFR § 966.4(f)**
3. All units must be occupied pursuant to a signed HHA lease that complies with HUD's regulations **24 CFR § 966.4**.
4. HHA will not offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4(e)**
5. The lease shall be signed by the head, spouse, and all other adult members of the family and by the Executive Director or other authorized representative of HHA, prior to actual admission **24 CFR § 966.4 (p)**
6. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in.
7. Changes in family composition, income or family status between the eligibility interview and leasing will be processed by the Occupancy Department or site staff (see III.d.1 and 2 above). Changes after leasing will be processed by the Manager.
8. The resident shall pay a security deposit at the time of leasing. The security deposit for new Elderly or Disabled families shall be the greater of \$75 or one month's rent. The security deposit for non-elderly and non-disabled families shall be the greater of \$150 or one month's rent. For all current residents, the amount of security deposit already paid shall not be increased while the resident lives at any HHA property (including situations in which a family is transferred from one property to another).
9. Pet deposits are in addition to the security deposit, in accordance with **HHA's Pet Procedure**. **24 CFR § 966.4(b)(5)**
10. If a resident transfers from one HHA apartment to another, a new lease will be executed for the dwelling into which the family moves. **24 CFR § 966.4 (a)(ii)**
11. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either: **24 CFR § 966.4(c)**
 - a. A new lease agreement will be executed, or
 - b. A Notice of Rent Adjustment will be executed, or
 - c. An appropriate rider will be prepared and made a part of the existing lease.All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of HHA. **24 CFR § 966.4 (o)**
12. At the time of leasing the new resident will receive a copy of the HHA Lease and the following attachments:



- a. Pet Policy
 - b. Community Service Policy
 - c. Applicable City Ordinances (if applicable).
 - d. Other lease attachments as stipulated in Part 1 of the Lease.
13. If, at any time, the head of household dies or leaves the unit for any reason (Institutionalization, forming a new household elsewhere), HHA will permit the remaining members of the family to remain in the unit so long as:
- a. The remaining family member(s) report the death or departure of the head within ten days of the occurrence;
 - b. There is still at least one member who was listed on the lease for the apartment;
 - c. There is at least one person who is either an adult or an emancipated minor capable of executing a lease;
14. Residents are not permitted to allow roomers or boarders to occupy their apartment. Violation of this provision is grounds for lease termination;
15. Residents are not permitted to allow a former resident of HHA who has been evicted to occupy their unit. Violation of this provision is grounds for lease termination.
16. Residents must advise HHA if they will be absent from the apartment for more than 7 days. Residents shall notify the manager, secure the apartment and provide a means for HHA to contact the resident in an emergency. Failure to advise HHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. Applicants may have an opportunity to see the unit being offered or a similar sample unit before they accept the offer and lease the apartment in accordance with **HHA's Procedure on Showing Units Prior to Leasing**.
2. HHA will not show nor move a family into a unit that does not meet basic habitability standards, including applicable HHA occupancy standards.

C. Additions to and Deletions from the Resident Family and Household

1. Only persons listed on the most recent certification form and lease, or added in accordance with law or **HHA's Procedure on Additions to Resident Families/Households**, shall be permitted to occupy a dwelling unit (**24 CFR § 966.4(a)(v)**).
2. Generally HHA will approve the addition of a family or household member when that individual passes screening and does not overcrowd the family in the unit they currently occupy.
3. Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.

D. Visitors

1. Visitors are permitted in a dwelling unit in accordance with **HHA's Procedure on Visitors** so long as they have no previous history of behavior on HHA premises that would be a lease violation.
2. In family properties a guest may visit for a total of 14 days in any twelve month period.
3. In mixed population properties a guest may visit for a total of 7 days in any twelve month period.



V. Transfer Policy

A. General Transfer Policy

1. Transfers are made without regard to race, color, sexual orientation, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. Transfers will be made in accordance with **HHA's Transfer Procedure. 24 CFR § 100.5**
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. **24 CFR § 1.4(2)(ii)**
4. There is no notice requirement for emergency transfers. All other categories of transfers will be given the appropriate amount of notice required by the laws of the State of Texas.
5. When possible, HHA will allow a resident in good standing to choose the property to which to transfer for rehabilitation or redevelopment units.

B. Types of Transfers

1. The order in which families are transferred shall be hierarchic by category set forth below.
 - a. Emergency Transfers are mandatory when HHA determines that unit or building conditions pose an immediate threat to resident life, health or safety or to resolve problems of a life-threatening nature that are not related to building or unit conditions. **24 CFR § 966.4(h)**
 - 1) HHA is not required to give prior notice of an Emergency Transfer;
 - 2) Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers, however resident will be charged for the damages caused to the apartment¹⁴. **24 CFR § 966.4(h)**
 - 3) Refusal to make an emergency transfer is grounds for lease termination and eviction.
 - b. Administrative Transfers: These transfers shall take priority over new admissions.
 - 1) Priority 1: Mandatory administrative transfers to permit HHA to renovate, modernize, revitalize, demolish or dispose of a public housing property;
 - 2) Priority 2: Voluntary administrative transfers to move residents with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current apartments. This category also includes mandatory transfers of tenants from accessible units even though no one in their family needs the accessibility features to regular units so that a family that needs the accessibility features can occupy the accessible unit.. **24 CFR § 8.27(1)**
 - 3) Priority 3: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small. **24 CFR § 966.4(c)**
 - 4) Priority 4: Mandatory transfers of families at Tax Credit properties whose incomes have declined and who no longer qualify for the income tier in which they were admitted.
 - c. Resident Initiated Transfers: Voluntary transfers made to lease compliant residents who have

¹⁴ Resident may challenge any charges for damages by using the HHA Grievance Procedure



been in their current apartments for at least a year. These transfers are made according to a ratio with new admissions, and are made in the order in which qualifying residents request them. The ratio may change from time to time. HHA may suspend resident-initiated transfers to reduce the vacancy rate.

Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers.

2. Whenever feasible, transfers will be made within a resident's area or other location of the resident's choice.

C. Priorities for Transfers

1. Transfers will be sorted into their appropriate categories by the Occupancy staff. Offers of apartments will be made in the following order:

- a. Emergency transfers;
- b. Administrative transfers in the following category order:
 - 1) Priority 1: HHA-initiated transfers to permit construction or revitalization
 - 2) Priority 2: Reasonable accommodations for residents with disabilities
 - 3) Priority 3: Over-housing and Overcrowding
 - 4) Priority 4: Income tier transfers from tax credit properties
- c. New Admissions from the waiting list;
- d. Resident-initiated transfers

D. Residents in Good Standing

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and other family members and guests under the resident's control:

- a. Are current on rent without unpaid balance at any time in the past year or current on a repayment agreement;
- b. Are current on utility payments to HHA or to utility supplier or are current with any repayment agreement with the HHA or utility supplier;
- c. Are in compliance with the terms of the lease and any additional terms required to be added to that lease by Federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease;
- d. Meet reasonable housekeeping standards and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping; and
- e. Have not destroyed, defaced, damaged or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse.

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to HHA's advantage¹⁵ to make the transfer. The exception to the good record requirement will be made

¹⁵ e.g. a single person is living alone in a three bedroom unit and does not want to move



by the central transfer administrator taking into account the recommendation by the Manager.

3. Absent a determination of exception, the following policy applies to transfers:
 - a. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
 - b. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. Cost of Transfers

1. HHA will pay the cost of transfers it initiates and reasonable accommodation transfers but not those due to changes in family size (overcrowding and over housing), change in income tier, or requested by the family;
2. Transfers in connection with modernization or revitalization will include moving expenses including the cost of disconnecting and reconnecting utilities.

F. Transfers at Long Drive and Telephone Road

Long Drive and Telephone Road are not public housing properties. They are Section 8 new construction developments. As such, public housing tenants cannot transfer to or from these properties. They must, instead, be processed as applicants.

Current tenants of Long Drive and Telephone Road may be transferred within the properties but not to other developments.

VI. Annual Reexaminations of Income and Family Circumstances

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in Section XII of this policy. ¹⁶
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease. **24 CFR § 966.4(f)**
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number. **24 CFR § 5.216**
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent **24 CFR § 5.5**
5. Who are in compliance with the HHA's 8 hour per month Community service requirements, if applicable.¹⁷

B. Remaining Family Members and Prior Debt

1. If the head of household dies or leaves the unit, continued occupancy by remaining family members is permitted only if:

¹⁶ For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18

¹⁷ applicable to certain adults who are not exempted because they are elderly, disabled and unable to work, working, or participating in qualifying educational or job training programs



- a. The family reports the departure (or death) of the head of household within 10 days of the occurrence; and
 - b. The family includes a member who can pass screening and is either of legal age to execute a lease or is a Court recognized emancipated minor; and
 - c. The new head signs a new lease within 10 days of the departure of the former head.
2. Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse.
 3. HHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.
 4. HHA will not hold remaining family members under age 18 for rent arrearages incurred by the former head of household.

C. Reexaminations

1. Regular reexaminations: HHA shall, at least once a year, re-examine the family composition and incomes of all resident families, except that families paying Flat Rent shall have their incomes reexamined only every three years **24 CFR § 960.257**
2. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 90 days until a reasonably accurate estimate of income can be made. **24 CFR § 5.609(d)**
3. A special reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder. **24 CFR § 960.257**
4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. **24 CFR § 5.609**
5. If HHA is terminating the lease of a resident when the resident is scheduled for reexamination, the reexamination will be completed but a new lease will not be executed.
 - a. If HHA prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted;
 - b. If the resident prevails in the lease termination action, a new lease will be executed.
6. Action Following Reexamination: If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued. **24 CFR § 966.4(a)(3)**
 - a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate apartment when one becomes available. **24 CFR § 966.4(c)(3)**
 - b. The Notice of rent adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and the fact that the resident has the right to request a Grievance hearing if he/she disagrees with or does not understand the new rent.
8. Effective Date of Adjustments
 - a. Residents will be notified in writing of any rent adjustment including the effective date of the



adjustment.

- b. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
- c. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first day of the following month.
- d. Rent increases due to misrepresentation are retroactive to the first of the month following the event that was misrepresented or not reported.

VII. Interim Rent Adjustments: Modified Fixed Rent System

A. Adjusting Rent between Regular Reexaminations

- 1. **Residents are required to report all changes in family composition or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions or have previously reported zero income.****
- 2. HHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. HHA will process interim changes in rent in accordance with the chart below:

<u>INCOME CHANGE</u>	<u>HHA ACTION</u>
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days or is subject to Imputed Welfare Income rules ¹⁸ .	• HHA will process an interim reduction in rent if the income decrease will last more than 30 days. 24 CFR § 5.609
(b) Increase in income following HHA granting of interim rent decrease.	• HHA will process an interim increase for income increases that follow interim rent reductions.
(c) Increase in earned income from the employment of a current household member.	• HHA will either conduct an Interim Redetermination if the person's income has increased by at least \$200 per month, or, if the individual is eligible for an earned income disallowance, grant the disallowance; otherwise the rent increase will be deferred until the next regular reexamination. 24 CFR § 960.255
(d) Increase in unearned income (e.g. COLA adjustment for social security).	• HHA will conduct an Interim Redetermination only if the person's income has increased by at least \$200 per month, otherwise the rent increase will be deferred to the next regular reexamination.
(e) Increase in income because a person with income (from any source) joins the household.	• HHA will conduct an Interim Redetermination of the family's income and raise the rent.

¹⁸ Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions (**24 CFR § 5.615**).



(f) Increase in monetary or non-monetary income after Resident claimed zero income	• HHA will process an interim rent increase.
--	--

- 3. HHA will process an interim increase in rent only if
 - a. the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been¹⁹; or
 - b. the resident's income increases after the resident was granted and interim decrease in rent; or
 - c. the resident reported zero income and has a verified increase in income (which may be a non-monetary contribution).
 - d. the resident has an increase in earned or unearned income of \$200 per month or more, or
 - e. a person with income joins the household;
- 4. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to **HHA Procedure on Verification 24 CFR § 960.259(c)**
- 5. HHA will process interim decreases in rent as follows:
 - a. When a decrease in income is reported, and HHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
 - b. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
- 6. Residents granted a reduction in rent are required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.
- 7. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
 - a. Welfare department has reduced the grant because of welfare fraud; or
 - b. Welfare department has reduced the grant because the family failed to comply with economic self sufficiency requirements.
- 8. If a resident challenges the welfare department's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the welfare department.
- 9. If the welfare department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction granted in "c" above.
- 10. If the welfare department overturns the grant reduction, no retroactive balance is owed. See **HHA Procedure on Imputed Welfare Income**

B. Interim Changes in Family Composition

- 1. All changes in family composition must be reported within ten days of occurrence. Certain types of changes do not require HHA advance approval, including:
 - a. Someone listed on the lease leaving the unit;

¹⁹ HHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.



- b. Birth, adoption or court-awarded custody of a child;
2. Additions of the following persons must be requested in writing and require written permission from HHA before the persons may move into the apartment:
 - a. Adult family member (including a new spouse);
 - b. Foster child or children;
 - c. Foster adult;
 - d. Live-in Aide;
 - e. Child in kinship care.
3. All adults who are proposed for addition to a family or household must be screened by the occupancy department, and, with the exception of Live-in Aides, must not overcrowd the unit. See **HHA Procedure on Additions to and Deletions from the Household**.

C. Effective Date of Rent Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the fourth month.

D. Earned Income Disallowances

1. If a resident goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an Earned Income Disallowance (EID) as described below and in the **HHA Procedure on Earned Income Disallowances**:
 - a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty week year earning minimum wage; or
 - b. Receives new or increased earned income during participation in an education, job training, or other economic self sufficiency activity; or
 - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (child care, clothing or transportation subsidies for example) was received it must be worth at least \$500 in the past six months.
2. During the first 12 months after the date when the resident qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
3. During the second 12 months after the date the resident qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of what the increase would be if not for the EID.
4. The disallowance periods described in number 3 and 4 above only occur while the resident is employed. If the resident stops working for any reason the disallowance stops and resumes again when the resident goes back to work.



5. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 48 months from the date when the resident first qualified for the EID.
6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.
7. No one receives more than one EID in a lifetime.
8. Residents may qualify for a retroactive EID if all the following are true:
 - a. The residents had new or increased earned income and qualified for an EID after 10/1/99; and
 - b. The resident reported the increased income; and
 - c. HHA increased the resident's rent; and
 - d. The resident paid the increased rent.
9. Before the amount potentially owed to a resident for a retroactive rent credit is determined, any amounts owed to HHA by the resident shall be deducted.
10. If a resident qualifies for a retroactive EID as described in "8" above, he/she shall be entitled to the choice of a payment of the retroactive amount due as calculated above, or a prospective rent credit.

VIII. Lease Termination Policies

Public Housing Policy

A. General Policy: Lease Termination

1. Either HHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms **24 CFR § 966.4(I)**

B. Resident-initiated Lease Terminations

1. Resident may terminate tenancy by providing 30 days' written notice to HHA or property manager in accordance with **HHA Procedure on Resident-Initiated Lease Terminations**.

C. HHA-initiated Lease Terminations

1. HHA or its manager shall terminate the lease only for serious or repeated violations of the material provisions of the lease or other good cause. **24 CFR § 966.4(I)**
2. Manager shall give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident **24 CFR § 966.4(I)**
3. In accordance with the lease and grievance procedure, HHA shall notify Resident in the lease termination notice of Resident's grievance rights if the lease termination is subject to the Grievance Procedure.
4. HHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence or stalking (see Definitions in Section XII) and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 50066)



or provide other documentation of their status.

5. If a non-exempt member of a resident family fails to comply with the 8 hour per month Community Service requirement, the entire family may be subject to lease termination. In such cases the resident and the Authority may enter into a contract to make up the delinquent service hours within the 12 months following the period for which hours are delinquent. If, at any time during this period, the individual fails to perform both the current and delinquent hours agreed to, the Authority will terminate tenancy.
6. The community service requirement does not apply to Long Drive or Telephone Road.

D. Notification Requirements

1. The Authority's written Notice of Lease Termination will state the reason for the proposed termination, the section of the lease violated, the date the termination will take place and will offer the resident all the rights and protections provided by the regulation and this policy.
2. The Notice of Termination may run concurrent with any Notice to Vacate or other notification required by State law.
3. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old or may be mailed by certified or first class mail.
4. When the Authority terminates the lease, written notice will be provided as follows:
 - a. 14 days prior to termination for failure to pay rent;
 - b. 3 days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity;
 - c. At least 30 days prior to termination in all other cases.

E. Eviction Actions

1. HHA may evict a resident from the apartment only by bringing a Court action.
2. The Sheriff's office or another legally authorized department is the only entity authorized to execute an eviction.
3. If HHA files an eviction action against a resident, the resident will be liable for Court costs, excluding attorney's fees, unless the resident prevails in the action;
4. HHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.
 - a. The resident may raise as a defense that the resident did not know nor should have known about the action that violated the lease.
 - b. The resident must prove this defense by the preponderance of the evidence.
5. In deciding whether or not to evict for criminal activity HHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effect that the eviction would have on family members not involved in the proscribed activity.
6. In appropriate cases, HHA may permit continued occupancy by remaining family members and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.



7. HHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.

HHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for an appropriate period of time.

9. Once an eviction occurs, the Authority shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

F. Record keeping Requirements

1. A written record of every termination and/or eviction shall be maintained by HHA, and shall contain the following information:
 - a. Name of resident, race and ethnicity, number and identification of apartment occupied;
 - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
 - c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident
 - d. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
 - e. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
 - f. Date and method of notifying resident; and
 - g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
 - h. Copy of the served Termination Notice;
 - i. Copy of any agreed settlement orders;
 - j. Copy of any post-judgment agreements.

Section 8 New Construction: Long Drive and Telephone Road

A. General Policy: Lease Termination

Either HHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

B. Resident-initiated Lease Terminations

Resident may terminate tenancy by providing 30 days' written notice to HHA or property manager in accordance with **HHA Procedure on Resident-Initiated Lease Terminations**.

C. HHA-initiated Lease Terminations

HHA or its manager shall terminate the lease only for

- a. substantial lease violations or
- b. repeated violations of the lease that disrupt the livability of the project, adversely affect the health safety or right to peaceful enjoyment of the leased premises of any tenant, interfere with



- the management of the project, or have an adverse financial effect upon the project, or
- c. failure to carry out obligations under the State of Texas Landlord/Tenant Act or
 - d. other good cause (only at the expiration of the lease term).

Manager shall give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident **24 CFR § 966.4(I)**

3. HHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence or stalking (see Definitions in Section XII) and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 50066) or provide other documentation of their status.

D. Notification Requirements

5. The Authority's written Notice of Lease Termination will state
 - a. The date the lease will be terminated
 - b. The grounds for termination with enough detail for the tenant to prepare a defense. If the grounds are non-payment of rent, the notice must state the amount of balance due and the date of that computation;
 - c. That if the tenant remains in the unit beyond the date specified for termination that the Authority may enforce the termination only by bringing judicial action, at which time the tenant may present a defense;
 - d. That the tenant has 10 days within which to discuss the proposed termination of tenancy with the manager. The 10 days will start on the earlier of the date the notice was hand delivered or the day after the date the notice was mailed
6. Failure of the tenant to object to the termination notice does not constitute a waiver of the tenant's right to contest the Authority's actions in any court proceeding;
7. Termination notices for "other good cause" must provide that the proposed termination will be effective at the later of the end of the lease term or 30 days from the date of the notice.
8. The Notice to Vacate may run concurrent with any notice required by State law.
9. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old or may be mailed by certified or first class mail.
10. When the Authority terminates the lease, written notice will be provided as follows:
 - a. 14 days prior to termination for failure to pay rent;
 - b. 3 days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity;
 - c. At least 30 days prior to termination in all other cases.

E. Eviction Actions

1. HHA may evict a resident from the apartment only by bringing a Court action.
2. The Sheriff's office or another legally authorized department is the only entity authorized to execute an



eviction.

3. If HHA files an eviction action against a resident, the resident will be liable for Court costs, excluding attorney's fees, unless the resident prevails in the action;
4. HHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.

The resident may raise as a defense that the resident did not know nor should have known about the action that violated the lease.

The resident must prove this defense by the preponderance of the evidence.

5. In deciding whether or not to evict for criminal activity HHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effect that the eviction would have on family members not involved in the proscribed activity.
6. In appropriate cases, HHA may permit continued occupancy by remaining family members and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.
7. HHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.
8. HHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for an appropriate period of time.
9. Once an eviction occurs, the Authority shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

F. Record keeping Requirements

1. A written record of every termination and/or eviction shall be maintained by HHA, and shall contain the following information:
 - a. Name of resident, race and ethnicity, number and identification of apartment occupied;
 - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
 - c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident
 - d. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
 - e. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
 - f. Date and method of notifying resident; and
 - g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
 - h. Copy of the served Termination Notice;



- i. Copy of any agreed settlement orders;
- j. Copy of any post-judgment agreements.

IX. Utilities

A. Resident-Paid Utilities 24 CFR § 965 & 966.4(b)(2)

The following requirements apply to residents living in developments with resident-paid utilities:

1. In units with Resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination. **24 CFR § 960.253(c)(3) and 966.4(b)**
2. If a resident or applicant is unable to get utilities connected because of bad credit or a previous balance owed to the utility company at a prior address, the resident or applicant will not be permitted to move into a unit with resident-paid utilities. **24 CFR § 960.203**
3. When a resident makes application for utility service in his/her own name, he or she is required to sign a third-party notification agreement so that HHA will be notified if the resident fails to pay the utility bill.
4. Each resident will receive a monthly Utility Allowance that reflects a reasonable amount of utilities for the specific size and type of apartment occupied. **24 CFR § 5.609**
5. Residents who pay their utility bills directly and are paying an income-based rent have the amount of rent owed to HHA reduced by the amount of the Utility Allowance. In other words, the resident's Total Tenant Payment, less the Utility Allowance equals the Tenant Rent owed to HHA.
6. When a resident's Total Tenant Payment is less than the utility allowance, HHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier. **24 CFR § 5.632**
7. Residents on whose behalf Utility Reimbursements are paid to the utility company are required to pay the utility supplier for any use in excess of that covered by the Utility Allowance;
8. If the resident's actual utility bill is less than the Utility Allowance, the resident receives the saving.

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check-metered, residents shall have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by HHA. Check meters are read by HHA and each tenant charged for consumption in excess of the utility allowance at the rate paid by HHA.
2. In buildings where utilities are not individually metered and there are no check meters, HHA may make excess utility charges for the use of certain resident-supplied appliances in excess of those supplied by HHA. Examples include:
 - a. Second refrigerator;
 - b. Air conditioner;
 - c. Freezer

C. Reasonable Accommodations 24 CFR § 8.4 and 966.7

1. Residents with disabilities may be entitled to higher than normal utility allowances or may not be



charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

X. Flat Rents (Public Housing only)

A. Flat Rents

1. Flat rents are market-based rents.
2. Flat rents vary by apartment size and type and also by development location.
3. Flat rents do not have a utility allowance. An apartment with resident-paid utilities should have a lower flat rent than the same apartment with project-paid utilities.
4. HHA will take the following information into account in developing its Flat rent Schedule:
 - a. Rents of non-assisted rental units in the immediate neighborhood
 - b. Whether utilities are resident-paid or project-paid
 - c. Size of HHA's units compared to non-assisted rental units from the neighborhood
 - d. Age, type of apartment and condition of HHA's units compared to non-assisted rental units from the neighborhood
 - e. Land use in the surrounding neighborhood
 - f. Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at HHA's properties and in the surrounding neighborhood
 - g. Crime in HHA's developments and the surrounding neighborhood
 - h. Quality of local schools serving each HHA development
 - i. Availability of public transportation at each HHA development
 - j. Availability of accessible units for persons with mobility impairments.

B Annual Update of Flat Rents

1. HHA shall review the Flat Rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on the market rents as described above.
3. When a resident chooses Flat rent, his/her rent shall be adjusted only at the next annual reexamination rather than at the point the Flat rent may change.

C Choice of Rent

1. Once each year, beginning with admission and continuing at each annual reexamination, each family is offered a choice between paying the income-based rent and the Flat rent applicable to the unit they will be occupying.
2. Because of the way the Federal law is written, choice of Flat rent may only be offered at admission and annual reexamination.

D. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that apartment size is still appropriate and Community Service requirements (if applicable) are met. **24 CFR § 960.257 (a)(2)**



E. Hardship Reduction in Flat Rents

1. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 days, Management will reduce rent to the income-based rent based on verified income information. **24 CFR § 960.253 (f)**
3. If the Resident's income rises again before the annual reexamination, the resident must pay the income-based rent until the next annual reexamination.

XI. Determining Income and Rent

A. Annual Income 24 CFR § 5,609

HHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance)



received by or on behalf of any family member;

8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Excluded Income 24 CFR § 5.609

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

(See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.)

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the HHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by



this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HHA;

9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child (this does not include ongoing TANF payments to families on behalf of children they have adopted);
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the HHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - b. During the 12 month period beginning when the member first qualifies for a disallowance, the HHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - d. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance



under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; **42 USC 5044 (g), 5088**
- c. Examples of programs under this Act include but are not limited to:
 - the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
 - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- d. Payments received under the Alaska Native Claims Settlement Act; **43 USC.1626 (a)**
- e. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; **25 USC. 459e**
- f. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; **42 USC 8624 (f)**
- g. Payments received under programs funded in whole or in part under the Job Training Partnership Act; **29 USC 1552 (b)**
- h. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; **P. L. 94-540, 90 State 2503-04**
- i. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC 117b, 1407**
- j. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. **20 USC 1087 uu**
 - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- k. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**
 - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- l. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;



- m. Payments received under Maine Indian Claims Settlement Act of 1980; **P.L. 96-420,94 Stat. 1785**
- n. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; **42 USC 9858q**
- o. Earned income tax credit refund payments received on or after January 1, 1991 **26 USC 32 (j)**
- p. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- q. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- r. Any allowance paid under the provisions of **38 U.S.C. 1805** to a child suffering from spina bifida who is the child of a Vietnam veteran;
- s. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- t. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

C. Anticipating Annual Income 24 CFR § 5.609(d)

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income (24 CFR § 5.611)

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions:

For All Families

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by HHA when the expense is incurred to permit education or to seek employment.
2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
3. **Work-related Disability Expenses** — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.



Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For elderly and disabled families only:

4. **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by HHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
5. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.
 6. **Optional Deductions/Exemptions:** HHA may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions. At the time of adoption, no optional deductions are in effect.

E. Computing Income-based Rent and Choice of Rent 24 CFR § 5.628

1. Total Tenant Payment (TTP)

- a. The first step in computing income-based rent is to determine each family's Total Tenant Payment or TTP.
- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which is paid directly to the utility company by the HHA.

2. Total Tenant Payment (income-based rent) is the higher of:



- **30% of adjusted monthly income;**
or
- **10% of monthly income;**
but never less than the
- **Minimum Rent of \$50;**
and not more than the
- **Flat Rent, if chosen by the family**

3. Tenant rent

- a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
- b. In developments where the HHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. **24 CFR § 5.634**

4. Minimum Rent

The Minimum Rent shall be \$50 per month.

5. Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

- a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
 - b. The family would be evicted as result of the imposition of the minimum rent requirements;
 - c. The income of the family has decreased because of changed circumstances, including loss of employment;
 - d. A death in the family has occurred;
6. Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.

7. Choice of Rent

At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the apartment they will be occupying.

XII. Definitions of Terms Used in This Statement of Policies

1. Accessible dwelling units—when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment that is on an accessible route and is adaptable and otherwise in



compliance with the standards set forth in **24 CFR § 8.32 & § 40** (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. **24 CFR § 8.21**
3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. **24 CFR § 8.3 & § 40.3.5**
4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. **24CFR § 8.3 & § 40.3.5**
5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **24 CFR § 8.3 & § 8.23 (b)**
6. Applicant – an individual or a family that has applied for admission to housing.
7. Area of Operation - Jurisdiction of HHA as described in state law and HHA’s Articles of Incorporation – the City of Houston and all unincorporated areas within five miles of the City boundaries.
8. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**
9. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **24 CFR § 8.3**
10. Care attendant - a person that regularly visits the apartment of a HHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by HHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.
11. Citizen – Citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
12. Co-head of household – One of two persons held responsible and accountable for the family.
13. Community Service Requirements – The performance of voluntary work or duties that benefit the public and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self responsibility in the community. Community service is not employment and may not include political activities. See **HHA Policy on Community Service**.
14. Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self sufficiency program as a condition for such assistance.



15. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control. **24 CFR § 5.A**
16. Dating Violence – for purposes of interpreting the Violence Against Women Act , Violence committed by a person:
 - a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
- Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. **24 CFR § 5.603**
17. Designated Family - means the category of family for whom HHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **PL 96-120**
18. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.
19. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing or subsidy determination purposes, whether or not located on a common site. **24 CFR § 5.603**
20. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.
21. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**
22. Displaced Person – A person who is displace by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws **24 CFR § 5.403(b)** For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49 CFR § 24.2**
23. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603** in this section.)
24. Domestic Violence: for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person



with whom the victim share a child in common, by a person who cohabits with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

25. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 5.A**
26. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**
27. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**
28. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a(b)(3)**
29. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable USBCI document. **24 CFR § 50508**
30. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a HHA lease.
31. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.
32. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or other operation of law who will live together in HHA housing; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in HHA housing.

The term family also includes, as defined herein: Elderly family, Near elderly family, disabled family, displaced person, single person, the remaining member of a tenant family, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. **24 CFR §§ 5 and 960**

Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights as “remaining family members”.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as “remaining family members”.



For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

33. Foster Adult – An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of HHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.
34. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. **24 CFR 5.603**
35. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24CFR § 5.A**
36. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
37. Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.
38. Imputed Welfare Income – The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**
39. Individual with Disabilities, Section 504 definition **24 CFR § 8.3**

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:

- a. A physical or mental impairment that:
 - substantially limits one or more major life activities;
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- c. Definitional elements:

"physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs;



cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

- d. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism because these are not disabilities. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

40. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.

41. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services **24 CFR 5.403**

42. Local Preferences:

There are five categories of Local Preferences. They are equal in weight and are not aggregated.

- a. Displaced by a federally declared disaster: An applicant qualifies for this preference if the family was displaced through no fault of their own because of:

A disaster declared by the President within 90 days of HHA admission that causes their previous housing unit to be uninhabitable; or

A disaster to a public housing property of HHA.



- b. Working Family: At non-elderly properties only, families that have at least one adult working 24 hours per week for the previous 6 months will receive an admission preference for no more than half of the admissions in a given year. Elderly and disabled families will automatically qualify for this preference.
 - c. Site-based Preferences and Income Tiers: At mixed finance properties the site-based preferences and income tiers listed on each property's Regulatory and Operating Agreement shall be in effect. These are listed in this policy on page 7 under Local Preferences.
 - d. Police officer preference: This preference will be awarded to no more than one police officer at each property in accordance with the **Procedure on Admission of Police Officers**.
 - e. Mixed population property preference: At mixed population properties only (Bellerive, Lyerly, Telephone Road), there shall be a preference for elderly and disabled families over other single people or couples.
43. Lower-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **42 USC 1437a(b)**
44. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income. **24 CFR § 5.603**
45. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".
46. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent based upon the percentage of family members who are ineligible immigrants. **24 CFR § 5.504**
47. Mixed Population Project - means a public housing project for elderly and disabled families. The HHA is not required to designate this type of project.
48. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**
49. National – A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, or birth in a foreign country to a parent who is a U.S. citizen. **24 CFR § 5.504**
50. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**
51. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability **42 USC 1437a(b)(3)**
52. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **24 CFR § 5.603**
- a. Real property (land, houses, mobile homes)
 - b. Savings (CDs, IRA, 401(k) or KEOGH accounts, checking and savings accounts, precious metals)



- c. Cash value of whole life insurance policies
- d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- e. Other forms of capital investments

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms

53. Other Person Under the Resident's Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes (the pizza delivery guy) is not "under the resident's control". **24CFR § 5.**
54. Person with disabilities²⁰ **42 USC 1437a(b)(3)** means a person²¹ who —
- a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423** ; or,
 - b. Has a physical or mental impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
 - c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).
- This is the definition that is used for eligibility and granting deductions for rent.
55. Portion of Development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. **24CFR § 945.105**
56. Refusal of Housing – An applicant's choice not to accept a HHA offer of housing without good cause.
57. Rejection for Housing – HHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.
58. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without

²⁰ NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

²¹ A person with disabilities may be a child



modifications in the program or activity that the HHA can demonstrate would result in a fundamental alteration in its nature.

- a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the HHA.
 - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the HHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. **24 CFR § 8.3**
59. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
60. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
61. Spouse - Spouse means the husband or wife of the head of the household.
62. Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.
63. Tenant Rent - The amount payable monthly by the Family as rent to HHA. If all utilities (except telephone) and other essential housing services are supplied by the HHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the HHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance **24 CFR § 5.6**.
64. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:
The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **24 CFR §5.6** See definition for Tenant Rent
65. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, **24 CFR § 8.32 (a)**.
66. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **24 CFR § 965.473**
67. Utility Reimbursement - Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.



68. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.
69. Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
70. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:
 - a. Unsubsidized employment;
 - b. Subsidized private sector employment;
 - c. Subsidized public sector employment;
 - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - e. On-the-job training;
 - f. Job search and job readiness programs;
 - g. Community service programs; Vocational educational training (< 12 months)
 - h. Job skills training directly related to employment;
 - i. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
 - j. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalency;
 - k. The provision of child care services to an individual who is participating in a community service program.

XIII. HHA COMMUNITY SERVICE POLICY

A. Background

1. HHA is working to enable its residents to become fully economically independent. In support of this goal and HUD requirements, HHA is requiring that all non-exempt members of resident families meet monthly targets for neighborhood service or economic self sufficiency, as monitored monthly.
2. The Community Service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).
3. Compliance with Community Service activities is monitored by monthly contact between the non-exempt resident and the Manager.

B. Definitions

1. **Community Service** - volunteer work that benefits the property or the local neighborhood includes, but is not limited to:
 - a. Work at a local institution, including but not limited to: school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or child care center, etc.;
 - b. Work with a non-profit organization that serves HHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center,



Neighborhood clean-up programs, Beautification programs, etc.;

- c. Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited too community theater, dance, music (orchestra, voice, choir, band, small ensemble, etc.) , etc.;
 - d. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.;
 - e. Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g. a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not);
 - f. Work with other youth, disability service or advocacy, or senior organizations;
 - g. Work at the property to help improve physical conditions (for example as a grounds or building captain, or on a beautification program for the building or grounds);
 - h. Work at the property to help with children's programs;
 - i. Work at the property to help with senior programs;
 - j. Help neighborhood groups with special projects;
 - k. Work through the Resident Association to help other residents with problems, serving as an officer in an RA, serving on the RA or Resident Advisory Board;
 - l. Care for the children of other residents so they may volunteer.
2. **Political activity is excluded.**
3. **Work activity must not take the place of work performed by paid employees.**
4. **Self Sufficiency Activities** - include, but are not limited to:
- a. Job readiness programs;
 - b. Job training programs;
 - c. Skills training programs;
 - d. Higher education (Junior college or college);
 - e. Vocational education;
 - f. GED classes;
 - g. Verifiable job search activities;
 - h. Apprenticeships;
 - i. Substance abuse or mental health counseling;
 - j. English proficiency or literacy (reading) classes;
 - k. Parenting classes;
 - l. Budgeting and credit counseling;
 - m. Any kind of class that helps a person toward economic independence;
 - n. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.



- o. The self sufficiency hours counted toward the 8 hour per month requirement will be only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.

Exempt Adult - an adult member of the family who is not required to perform Community Service because he/she:

- a. Is 62 years of age or older
- b. Has a disability that can be verified to prevent him/her from being gainfully employed
- c. Is verified to be the fulltime caretaker of a disabled person
- d. Is working at least 20 hours per week
- e. Qualifies as a full-time student at a secondary school or an institution of higher learning

C. Requirements of the Program

1. Each non-exempt adult in a family paying at least the minimum rent must contribute and document some combination of 8 hours per month of Community service or self sufficiency activity.
2. The 8 hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.
3. At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. HHA will make the determination of whether to allow or disallow a deviation from the schedule.
4. Activities must be performed within the neighborhood and not outside the jurisdictional area of the HHA. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training. Their hours of education would count toward the requirement.
5. Family obligations
 - a. At lease execution or re-examination after the effective date of this policy, all adult members (18 or older) of a public housing resident family must
 - 1 provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 - 2 sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in termination of their lease.
 - b. Once each month non-exempt family members must present a completed documentation form (provided by HHA) of activities performed over the previous month to the Housing Manager.
 - c. At each annual re-examination, non-exempt family members must present a completed documentation form (provided by HHA) of activities performed over the previous twelve months. Both forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month by month.
6. Change in exempt status:
 - a. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to HHA and provide documentation of such.



- b. If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to HHA and the property manager.
- c. The Housing Manager will provide the person with the Recording/Certification documentation form and a list of agencies in the neighborhood that provide volunteer and/or training opportunities.

D. HHA obligations

1. To the greatest extent possible and practicable, HHA and its property managers will
 - a. provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their Community Service/Self Sufficiency obligations;
 - b. include a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the Community Service requirement; and
 - c. provide referrals for volunteer work or self sufficiency programs.

2. The property manager will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.

HHA will make the final determination as to whether or not a family member is exempt from the Community Service/Self Sufficiency requirement. Residents may use HHA's Grievance Procedure if they disagree with HHA's determination.

Noncompliance of a non-exempt family member

- a. If a non-exempt adult fails to report to the Manager or fails to complete the required eight hours of neighborhood service or self sufficiency activity, the non-exempt adult shall be considered to be in noncompliance.
- b. When a property manager receives a report of a non-exempt adult's failure to either report or complete the required activity, the property manager shall send a Notice of Lease Violation to the head of household.
- c. The non-exempt adult may be granted additional time to make up any lost hours, properly reported to the Manager.
- d. If the non-exempt adult who fails to make up the required hours is someone other than the head of household, the remaining family members may retain their tenancy if the noncompliant adult leaves the household;
- e. The family may use HHA's Grievance Procedure to contest the lease termination.



HOUSTON
HOUSING AUTHORITY

ADMINISTRATIVE PLAN

FOR

**SECTION 8 HOUSING
PROGRAMS**

SEPTEMBER 2008

TABLE OF CONTENTS

STATEMENT OF POLICIES AND OBJECTIVES	1
PURPOSE OF THE ADMINISTRATIVE PLAN	1
MISSION	2
STATEMENT OF LOCAL OBJECTIVES	2
FAIR HOUSING POLICY AND EQUAL OPPORTUNITY	2
NONDISCRIMINATION	2
REASONABLE ACCOMMODATIONS POLICY	4
TRANSLATION OF DOCUMENTS	6
GENERAL ADMINISTRATIVE PROVISIONS	7
PROGRAM INTEGRITY AND ETHICS	7
PRIVACY RIGHTS OF CLIENTS	7
LEGAL JURISDICTION	11
RULES AND REGULATIONS	12
RECORDS RETENTION	12
ELIGIBLE TYPES OF HOUSING	12
CONTINUALLY ASSISTED	12
MANAGEMENT ASSESSMENT OBJECTIVES	13
FAMILY OUTREACH	13
OWNER OUTREACH	14
OWNER OUTREACH IN LOW-POVERTY AREAS	14
FAMILY SELF SUFFICIENCY	15
HOMEOWNERSHIP PROGRAM	15
PROJECT BASED PROGRAM	15
ELIGIBILITY FOR ADMISSION	15
ELIGIBILITY	15
DEFINITION OF FAMILY	16
INCOME ELIGIBILITY	18
INCOME TARGETING	18
DEFINITION OF INCOME	19
FAMILY SOCIAL SECURITY NUMBERS	19

CITIZENSHIP AND/OR ELIGIBLE IMMIGRATION STATUS.....	19
SUITABILITY OF TENANT.....	19
INFORMATION RELEASED TO OWNERS.....	20
APPLYING FOR ADMISSION.....	20
LOCAL PREFERENCES FOR ADMISSION.....	20
OTHER PROGRAM SECTION 8 ADMISSIONS.....	21
OUTREACH WAITING LIST.....	22
UPDATING THE WAITING LIST.....	22
APPLICATION PROCEDURES.....	23
REMOVAL FROM THE WAITING LIST.....	24
VERIFICATION POLICIES.....	24
DENIAL OF ADMISSION.....	24
ORDER OF SELECTION.....	25
INCOME TARGETING REQUIREMENTS.....	27
SUBSIDY STANDARDS.....	27
UNIT SIZE SELECTED.....	29
UPDATING THE SUBSIDY STANDARD.....	29
BRIEFINGS AND VOUCHER ISSUANCE.....	29
REQUEST FOR TENANCY APPROVAL, INSPECTIONS, AND LEASING.....	29
VOUCHER TERM AND EXTENSIONS.....	29
PORTABILITY AND MOVES.....	30
RELOCATION OF WITNESSES AND VICTIMS OF CRIME.....	31
RESTRICTIONS ON RENTING TO RELATIVES.....	31
REQUEST FOR TENANCY APPROVAL.....	32
SECURITY DEPOSIT REQUIREMENTS.....	33
LEASINGPOLICIES.....	33
SEPARATE AGREEMENTS.....	33
HOUSING QUALITY STANDARDS AND INSPECTIONS.....	34
HOUSTON HOUSING AUTHORITY INSPECTION REQUIREMENTS.....	35
INSPECTION POLICY.....	37
EMERGENCY FAIL ITEMS.....	37
RENT REASONABLENESS.....	37
DISAPPROVAL OF OWNER.....	40

TENANCY APPROVAL	40
HAP CONTRACT EXECUTION.....	41
HAP CONTRACT CHANGES.....	42
OWNER PAYMENT.....	42
TERMINATION OF HAP CONTRACT.....	43
PAYMENT STANDARD/EXCEPTIONS TO THE PAYMENT STANDARD.....	44
TENANT RENT.....	44
UTILITY ALLOWANCE/REIMBURSEMENT PAYMENTS.....	44
UTILITY ALLOWANCE EXCEPTION.....	45
INCOME DISREGARD.....	45
ONGOING PROGRAM OPERATIONS.....	46
RENT ADJUSTMENTS.....	46
ANNUAL RE-CERTIFICATION.....	46
INTERIM CHANGES IN INCOME and FAMILY COMPOSITION.....	47
FAMILY ABSENCES FROM THE UNIT.....	50
REMAINING FAMILY MEMBER.....	50
.FAMILY MOVES.....	50
OVERLAPPING HAP PAYMENTS.....	52
TERMINATION OF ASSISTANCE.....	53
OWNER TERMINATIONS.....	54
OWNER REPAYMENT AGREEMENTS.....	55
PARTICIPANT REPAYMENT AGREEMENTS.....	55
FAMILY FRAUD/MISREPRESENTATION.....	56
OWNER FRAUD/MISREPRESENTATION.....	57
CHANGE IN OWNERSHIP.....	57
INFORMAL REVIEW.....	57
INFORMAL HEARINGS.....	58
INFORMAL HEARING DECISIONS NOT BINDING ON THE HOUSTON HOUSING AUTHORITY.....	61
MODERATE REHABILITATION PROGRAM.....	61
FAMILY PARTICIPATION.....	61
MOVES.....	61

RENT INCREASES.....	62
VACANCY LOSS CLAIMS.....	62
LAW ENFORCEMENT AND SECURITY PERSONNEL.....	62
DETERMINING INCOME/RENT.....	62
ANNUAL INCOME.....	62
EXCLUDED INCOME.....	63
ANTICIPATING ANNUAL INCOME.....	67
ADJUSTED INCOME.....	67
COMPUTING INCOME BASED RENT/CHOICE OF RENT.....	71
DEFINITIONS OF TERMS.....	70

STATEMENT OF POLICIES AND OBJECTIVES

The Section 8 Existing Housing (or Certificate) Program was created by the Housing and Community Development Act of 1974 and amended by the Housing & Community Development Act of 1981, the Housing Urban-Rural Recovery Act of 1983, and the Technical Amendments Act of 1984. In 1987 the Housing & Community Development Act created the Housing Voucher Program, and the Quality Housing & Work Responsibility Act of 1998 merged the certificate and voucher programs to create the Housing Choice Voucher Program, which has features of both its predecessor programs.

The Houston Housing Authority (the Authority), administers and manages the Housing Choice Voucher Program, Moderate Rehabilitation Program, Single Room Occupancy (SRO), Disaster Voucher Program, and other Houston Housing Authority Section 8 special programs. In its administration of these programs HHA complies with all Federal, State and local housing laws including all Fair Housing and Civil Rights Law and Regulations.

The primary objectives of the Houston Housing Authority Housing Choice Voucher program are:

- To provide eligible low income families access to decent, safe, sanitary, and affordable rental housing;
- To provide these households with housing choices; and
- To provide the opportunity to move to neighborhoods that do not have concentrations of families by race, ethnicity or low income.

PURPOSE OF THE ADMINISTRATIVE PLAN

The Administrative Plan establishes policies for those functions and operations that are not required by Federal regulations for the Housing Choice Voucher Program, the Moderate Rehabilitation Program and other special programs administered by the Authority. Moderate Rehabilitation Program policies are the same as those for the Housing Choice Voucher Program unless otherwise noted in this Administrative Plan. Policies related to the Authority's Family Self Sufficiency (FSS) Program are included in a separate document, the FSS Action Plan, and are not part of this document.

The Administrative Plan, hereinafter referred to as the "Plan", covers both admission and continued participation in the abovementioned programs.

Only the Board of Commissioners of the Houston Housing Authority is authorized to approve changes to the Plan. The Authority is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the Authority. If such changes conflict with this Plan, HUD regulations will take precedence. When circumstances arise and are not addressed by provisions in this Plan they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Director. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

MISSION OF THE HOUSTON HOUSING AUTHORITY

The Mission of the Houston Housing Authority is to enhance our community by:

**Facilitating the development of quality affordable housing,
Optimizing resources,
Strengthening and expanding partnerships, and
Promoting economic and cultural diversity**

The Mission of the Authority's Section 8 Housing Choice Voucher Program is to provide access to safe, decent and sanitary housing for lower-income persons through efficient management of the Program, while managing its resources effectively. The Program promotes economic upward mobility through the Family Self Sufficiency Program to help clients make the transition from subsidized to non-subsidized housing.

STATEMENT OF LOCAL OBJECTIVES

In establishing goals, the Authority has given consideration to the likely availability of existing housing stock in the Houston housing rental market.

The Authority's objective is to provide a vehicle for prospective tenants who have a need for decent, safe and affordable housing, and property owners who have available units to come together in a manner beneficial to both parties.

I. FAIR HOUSING AND EQUAL OPPORTUNITY

A. Nondiscrimination

The Authority affirmatively furthers Fair Housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing, and marketing the program to members of protected classes who are "least likely to apply".

The Authority shall not discriminate against any applicant, participant, or landlord because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household (protected classes); nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. The Authority shall not deny any family the opportunity to apply for housing (when the lottery pool is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

Applicable Federal Laws and Regulations

Federal laws require HHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. The HHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

1. Title VI of the Civil Rights Act of 1964
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
3. Executive Order 11063
4. Section 504 of the Rehabilitation Act of 1973
5. The Age Discrimination Act of 1975
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
7. Violence Against Women Reauthorization Act of 2005 (VAWA)
8. When more than one civil rights law applies to a situation, the laws will be read and applied together.
9. Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

The HHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
2. Provide housing that is different from that provided to others
3. Subject anyone to segregation or disparate treatment
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
5. Treat a person differently in determining eligibility or other requirements for admission
6. Steer an applicant or participant toward or away from a particular area based any of these factors
7. Deny anyone access to the same level of services
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
9. Discriminate in the provision of residential real estate transactions
10. Discriminate against someone because they are related to or associated with a member of a protected class
11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Providing Information to Families and Owners

1. The HHA will ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, the HHA will provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301].
2. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints

1. If an applicant or participant believes that any family member has been discriminated against by HHA or an owner, the family should advise HHA.
2. HUD requires HHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, the Authority will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the City of Houston's Fair Housing Office, the Texas Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service provided through the Gulf Coast Legal Foundation and the Harris County Dispute Resolution Center.
4. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

B Reasonable Accommodations for People with disabilities

- a. HHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. **24 CFR § 8.4**
- b. An applicant or participant with a disability may request information or an accommodation by contacting the Houston Housing Authority 504/ADA Administrator at 2640 Fountain View, Houston, Texas 77057 or by telephone (713)260-0528.
- c. A reasonable accommodation is some modification or change HHA can make to its offices, or methods and procedures that will assist an otherwise eligible applicant or participant with a disability to take full advantage of and use HHA's programs, including those that are operated by other agencies in HHA-owned public space. **24 CFR § 8.20**
- d. An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of HHA's program.
- e. Subject to the undue burdens and fundamental alterations tests, HHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
- f. To permit people with disabilities to take full advantage of the HHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, HHA shall comply with all requirements and prohibitions in applicable law.

- g. Specific actions are described in the Procedures on Civil Rights and Disability Rights and the Procedure on Reasonable Accommodations for Applicants and Section 8 Participants. 24 CFR § 8.4
- h. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. 24 CFR § 8.21
- i. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the Procedure on Civil Rights and Disability Rights. 24 CFR § 8.6
- j. Examples of reasonable accommodations include, but are not limited to: 24 CFR § 8.4
 - a. Making alterations to a HHA office or administrative facility to make it fully accessible so it could be used by a family member with a wheelchair;
 - b. Permitting applications and reexaminations to be completed by mail;
 - c. Conducting home visits instead of requiring applicants and participants to come to HHA offices;
 - d. Using higher payment standards (either within the acceptable range, up to 110 percent of the payment standard, or with HUD approval, of a payment standard above 110 percent of the payment standard) if the HHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit;
 - e. Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit;
 - f. Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with HHA staff;
 - g. Displaying posters and other housing information in locations throughout HHA's office in such a manner as to be easily readable from a wheelchair ;
 - h. Permitting a participant to move from an apartment that cannot be made accessible to an apartment that is or can be made accessible, even when most moves are not permitted;
 - i. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility;
 - j. Intervening with a landlord so that he/she will permit a participant with a disability to make unit modifications as permitted by the Fair Housing Act.
 - k. Making sure that HHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
 - 1) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with HHA staff;

- 2) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with HHA staff;
 - 3) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with HHA if the individual desires such representation;
 - 4) Permitting an outside agency or individual to assist an applicant with a disability to meet the HHA's applicant screening criteria.
- k. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able 24 CFR § 8.3
- a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. to care for and avoid damaging the apartment and common areas;
 - c. to use facilities and equipment in a reasonable way;
 - d. to create no health, or safety hazards, and to report maintenance needs;
 - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g. to comply with necessary and reasonable rules and program requirements of HUD and the HHA.
- l. but there is no requirement that they be able to do these things without assistance.
- m. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, HHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. 24 CFR § 8.20
- n. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation and eviction, HHA may terminate assistance. 24 CFR § 8.2
- o. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. 24 CFR § 8.20
- p. If an applicant or resident would prefer not to discuss the situation with the HHA, that is his/her right, but in such situations the HHA has no obligation to make reasonable accommodations.

Denial or Termination of Assistance

HHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

- a. When applicants with disabilities are denied assistance, the notice of denial must inform them of HHA's informal review process.

- b. When a participant family's assistance is terminated, the notice of termination must inform them of HHA's informal hearing process and their right to request a hearing and reasonable accommodation.
- c. When reviewing reasonable accommodation requests, the HHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to HHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the HHA must make the accommodation.

C. Providing Information in Languages other than English

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. The HHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).
4. HHA's *Procedure on Communication with Persons with Limited English Proficiency* describes the specific methods HHA will use to accomplish this policy.
 - a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of Houston¹. This includes documents related to registration, intake, marketing, outreach, certification, reexamination and inspections.
 - b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with HHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide translation services.
 - c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the HHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
 - d. The HHA will provide written translations of other vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

II. GENERAL ADMINISTRATIVE PROVISIONS

¹ At this writing the only language spoken by at least ten percent of the eligible population is English.

A. Program Integrity and Ethics.

General Principles:

1. HHA anticipates that the vast majority of families, owners, and HHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.
2. To ensure that the HHA's HCV program is administered effectively and according to the highest ethical and legal standards, the HHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.
3. In addition to taking steps to prevent errors and program abuse, the HHA will use a variety of activities to detect errors and program abuse.

Quality Control and Analysis of Data

1. Under the Section 8 Management Assessment Program (SEMAP), HUD requires the HHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance [24 CFR, Part 985].
2. HHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the HHA's error detection and abuse prevention efforts.
3. HHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for the HHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.
4. HHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

Family-Caused Errors

In the case of family-caused errors or program abuse, the HHA will take into consideration

- a. the seriousness of the offense and the extent of participation or culpability of individual family members,
- b. any special circumstances surrounding the case,
- c. any mitigating circumstances related to the disability of a family member,
- d. the effects of a particular remedy on family members who were not involved in the offense.

Owner-Caused Errors

In the case of owner-caused errors or program abuse, the HHA will take into consideration

- a. the seriousness of the offense,
- b. the length of time since the violation has occurred, and

- c. the effects of a particular remedy on family members who were not involved in the offense

Definitions

A subsidy under- or overpayment includes

- a. an incorrect housing assistance payment to the owner,
- b. an incorrect family share established for the family, and
- c. an incorrect utility reimbursement to a family.

Corrections

1. Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, the HHA must promptly correct the HAP, family share, and any utility reimbursement prospectively.

Timing of Corrections

1. Increases in the family share will be implemented only after the family has received 30 days notice.
2. Any decreases in family share will become effective the first of the month following the discovery of the error.

Family Repayment

1. In the case of family-caused errors or program abuse, the family will be required to repay any excess subsidy received.
2. HHA may, but is not required to, offer the family a repayment agreement.
3. If the family fails to repay the excess subsidy, the HHA will terminate the family's assistance.
4. The family may neither move within the HHA's jurisdiction nor port out of its jurisdiction until HHA is repaid in full;
5. HHA will not reimburse the family for any underpayment of assistance when the underpayment clearly is caused by the family.

Applicant or participant fraud and program abuse

An applicant or participant in the HCV program must not knowingly:

1. Make a false statement to the HHA [Title 18 U.S.C. Section 1001].
2. Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)]
3. Any of the following will be considered applicant/participant fraud or program abuse:

Any of the following will be considered evidence of family program abuse:

1. Voluntary payment to the owner in excess of amounts authorized by the HHA for rent, security deposit, and additional services

2. Offering bribes or illegal gratuities to the HHA Board of Commissioners, employees, contractors, or other HHA representatives
3. Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to the HHA on the family's behalf
4. Use of a false name or the use of falsified, forged, or altered documents
5. Intentional misreporting of family information or circumstances (e.g. income, family composition)
6. Omitted facts that were obviously known by a family member (e.g., not reporting employment income)
7. Admission of program abuse by an adult family member
8. HHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

Owner Fraud or Program Abuse

1. An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family).
2. Another type of owner program abuse is demanding a payment from a program participant that is greater than or in addition to the HHA's calculated participant payment.
3. It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

Owner Reimbursement to the HHA

1. In all cases of overpayment of subsidy caused by the owner, the owner must repay to the HHA any excess subsidy received. HHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months.
2. If the debt is large, the HHA may allow the owner to pay in installments over a period of time [HCV GB p. 22-13].

Prohibited Owner Actions

An owner participating in the HCV program must not:

1. Make any false statement to the HHA [Title 18 U.S.C. Section 1001].
2. Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)] including:
3. Any of the following will be considered evidence of owner program abuse:
 - a. Charging the family rent above or below the amount specified by the HHA
 - b. Charging a security deposit other than that specified in the family's lease
 - c. Charging the family for services that are provided to unassisted tenants at no extra charge
 - d. Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit

- e. Knowingly accepting incorrect or excess housing assistance payments
- f. Offering bribes or illegal gratuities to the HHA Board of Commissioners, employees, contractors, or other HHA representatives
- g. Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the HHA
- h. Residing in the unit with an assisted family

Expectations about Staff Behavior

1. The responsibilities and expectations of HHA staff with respect to normal program administration are discussed throughout this plan.
2. HHA-caused incorrect subsidy determinations due to errors include
 - a. failing to correctly apply HCV rules regarding family composition, income, assets, and expenses,
 - b. assigning the incorrect voucher size to a family, and
 - c. errors in calculation of Annual Income, Adjusted Income or rent.
3. Any of the following will be considered evidence of program abuse by HHA staff:
 - a. Failing to comply with any HCV program requirements for personal gain;
 - b. Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner;
 - c. Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to the HHA;
 - d. Disclosing confidential or proprietary information to outside parties;
 - e. Gaining profit as a result of insider knowledge of HHA activities, policies, or practices;
 - f. Misappropriating or misusing HCV funds;
 - g. Destroying, concealing, removing, or inappropriately using any records related to the HCV program; or
 - h. Committing any other corrupt or criminal act in connection with any federal housing program.

Repayment to the HHA because of HHA Error

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by HHA staff [HCV GB. 22-12]. **HHA Reimbursement to Family or Owner**

HHA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse. Funds for this reimbursement must come from the HHA’s administrative fee reserves [HCV GB p. 22-12].

Fraud Recoveries

1. HHA may retain a portion of program fraud losses that the HHA recovers from a family or owner through litigation, court order, or a repayment agreement [24 CFR 982.163].
2. HHA must be the principal party initiating or sustaining the action to recover amounts due from tenants that are due as a result of fraud and abuse. 24 CFR 792.202 permits the HHA to retain the greater of:
 - a. 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
 - b. Reasonable and necessary costs that the HHA incurs related to the collection including costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing in accordance with requirements in 24 CFR 982.555.

If HUD incurs costs on behalf of the HHA related to the collection, these costs must be deducted from the amount retained by the HHA.

B. Privacy Rights of Clients

All adult members of applicant and participant families are required to sign the Federal Privacy Act Statement, HUD form 9886 at admission and every recertification thereafter, in conjunction with the HUD 50058 form, which states the conditions under which HUD will release information. Requests for information must be accompanied by a written Release of Information Request signed by the applicable party in order for the Authority to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. The Authority may release information requested by court subpoena.

Client information is confidential. Current and forwarding address information, and family members claimed in the household, will be released to Police Officials upon the Authority *obtaining official identification*. To the extent permitted by law, owner information regarding program participation is confidential.

HHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the *Procedure on Verification of Information*. All applicant and participant files are treated as confidential and handled in accordance with the *Procedure on File Security*.

C. Legal Jurisdiction of the HHA's Programs

The Authority's area of operation is the area geographically defined as the Houston City limits and any area within five (5) miles of the territorial boundaries of the Houston City limits that is not within the territorial boundaries of another municipality with a Housing Agency that administers a Housing Choice Voucher Program.

D. Compliance with Federal Rules and Regulations

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD handbooks, memoranda, circulars and notices, or other applicable law.

E. Records Retention

Files for past participants leaving no balance owed the program will be maintained for three

years. Files for past participants leaving with a balance owed the Authority will be retained indefinitely until the balance is cleared, whether or not the balance has been written off.

F. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher program (unless designated otherwise) depending on the needs of applicants and participants:

1. Single family detached homes, duplexes, multi-plexus, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures;
2. Manufactured homes in which the tenant leases the mobile home and the pad;
3. Manufactured homes in which the tenant owns the mobile home and leases the pad;
4. Independent Group Residences;
5. Congregate Housing;
6. Single Room Occupancy Facilities.

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program), are not eligible types of housing in the HCV program.

Certain housing units with medical services **are** eligible housing units under the Veteran's Administration Supporting Housing (VASH) program.

G. Continuously Assisted Families

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher program. As noted below, families being relocated from the Authority's public housing have first priority for vouchers and qualify as continually assisted. In addition, families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 project-based assistance) are considered continually assisted. All such families are treated in the regulations (at 24 CFR § 982.203) as "special (non-waiting list) admissions".

When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

H. Management Assessment Objectives

The Authority operates its housing assistance program with efficiency and uses resources in a manner that reflects commitment to quality and service. The Authority's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators.

1. Selection from the Waiting List
2. Rent Reasonableness
3. Determination of Adjusted Income

4. Utility Allowance Schedule
5. HQS Quality Control Inspections
6. HQS Enforcement
7. Expanding Housing Opportunities
8. FMR/Exception Rent & Payment Standards
9. Annual Re-certifications
10. Correct Tenant Rent Calculations
11. Pre-Contract HQS Inspections
12. Annual HQS Inspections
13. Lease-up
14. Family Self-Sufficiency Enrollment and Escrow
15. Deconcentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, the Authority will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor the Authority's operational procedures and practices objectively and accurately.

In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher actions.

I. Outreach to Eligible Families, Affirmative Marketing

The Authority reserves the right to open or close the lottery pool based on the supply of available vouchers and applicants and in accordance with its *Procedure on Opening and closing the Waiting List*. The Authority publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

Equal Opportunity Housing/Affirmative Marketing: To reach families from all backgrounds, the Authority advertises through a wide variety of sources including: daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and agencies that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. The Authority will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached. See the Authority's *Procedure on Affirmative Marketing*.

J. Owner Outreach

Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, the Authority welcomes the participation of owners of decent, safe, and sanitary housing units.

The Authority continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. The Authority

maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in an automated database and made available to all applicants and participants.

The Authority will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, the Authority will inquire as to whether the unit is accessible and the extent of the accessibility.

K. Owner Outreach in Low Poverty Areas

The Authority encourages program participation by owners of units located outside areas of poverty or minority concentration. The Authority periodically evaluates the demographic distribution of assisted families as it relates to HUD and Census data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide choicer and better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside the Authority's jurisdiction and are given a list of owners who are willing to lease units outside areas of poverty or minority concentration.

The Authority's Mobility Counseling (MC) program increases the opportunity and choice among Housing Choice Voucher recipients. MC is a process that guides Housing Choice Voucher holders to move from a high-poverty neighborhood into a low-poverty neighborhood. MC identifies multiple resources available in the new community that will aid in alleviating some of the transitional difficulties families might face.

The Authority provides the following to Housing Choice Voucher holders:

1. Information on general locations and characteristics of neighborhoods including: shopping centers, bus lines, etc.
2. A listing of available rental property. The list is updated monthly and states: address, amenities, deposit information, etc. as provided by owners.
3. A list of properties/owners who accept Section 8. The list is updated each month.
4. A description of portability provisions available in the Housing Choice Voucher program.
5. A map that identifies areas within the City of Houston and the Greater Houston Metropolitan Area that are areas of low poverty and minority concentrations.

For more detailed information regarding the Authority's Mobility Counseling Program, refer to the Mobility Counseling Program guidelines and procedures.

L. The Family Self Sufficiency Program

The Family Self Sufficiency (FSS) program coordinates the delivery of assisted housing with existing supportive services such as medical assistance, education, job counseling, job training, childcare and transportation. (For further information, please see the Authority's FSS Action Plan)

M. The Homeownership Program

Policies related to the Authority's Home Ownership Program are included in a separate document, entitled, **HOMEOWNERSHIP PLAN**, and incorporated in this Plan as **ATTACHMENT V**.

N. The Project-based Assistance Program

The Authority reserves the right to implement a Project Based Assistance program, utilizing up to the HUD-approved number of HHA project based vouchers.

III. ELIGIBILITY FOR PROGRAM ADMISSION

A. Eligibility

To be eligible for admission, an applicant must meet HUD's criteria, as well as criteria established by the Authority.

HUD criteria for eligibility require that an applicant must:

1. Be a family, as defined at 24 CFR 982.901, and further in this Administrative Plan; and
2. Be income eligible, and
3. Provide Social Security numbers for every family and household member who has a Social Security number or certify that a family member has no social security number; and
4. Have at least one member who is a US Citizen or an Eligible Immigrant; and
5. Pass HUD's and the HHA's requirements related to the criminal history of adult family members including:
 - a. No drug-related or violent criminal history during the past three years; **and**
 - b. No one who is subject to a lifetime registration requirement under a state sex offender registration program; and
 - c. No family member convicted of the manufacture of methamphetamines on the premises of assisted housing.

The Authority's additional criteria for an applicant to be eligible for the Housing Choice Voucher Program include:

1. The ban on admission of adult family members with respects to drug-related or violent criminal activity is extended from the three years required by Federal law to five years and years incarcerated may not be counted.
2. The Family must have paid any outstanding debt owed the Authority or another public housing agency for a previous tenancy of Public Housing or Assisted Housing.
3. The Family must have left any previous tenancy under any Section 8 Program during the last five years without being in violation of any Family Obligations.
4. The adult members of the family must not have been terminated from any HCV program.
5. No adult family member may have been evicted from public housing for any reason during the 10 years prior to final eligibility determination.

B. Definition of family and household

Participation in the Housing Choice Voucher program requires the head of household to have the legal capacity to enter into a lease under State or Local laws. Applicants under the age of 18 must present court documents that demonstrate status as an “emancipated minor” at time of application.

The applicant must qualify as a family. A “family” consists of:

Family: Two or more persons sharing residency whose income and resources are available to meet the family’s needs and who are either related by blood, marriage, guardianship or other operation of law, or who evidenced a stable family relationship over a period of time (not less than one year). Evidence of “stable family relationship” may include any of the following: joint tax return, prior lease (held jointly), joint bank accounts, shared living expenses, insurance policies held by one party naming the other as beneficiary, or equivalent documentation as determined by the Authority. A family may also be a single person who is elderly, near elderly, disabled, displaced, the remaining member of a participant family or who meets none of these definitions but is a single person who is otherwise eligible and intends to live alone.

1. In a family with one individual, that person is the head of household. When there are two adults, the family determines who the head of household is and the second adult may be the spouse of the head or co-head, or, if the other adult is not the spouse of the head or co-head can be a dependent, but only if that adult is a full-time student or a person with a disability.
2. A single, pregnant woman is considered a two-person family for purposes of this program.
3. Children who are subject to a joint custody agreement and live in the unit at least 51% of the time will be considered family members. (“51% of the time” is defined as 184 days of the year, which does not have to run consecutively).
4. In a joint custody arrangement, if the minor is residing in the assisted dwelling less than 184 days per year, the minor will be considered an eligible visitor and not a family member (not on the lease). This means the minor may spend the amount of time in the home authorized in the custody arrangement.
5. A child who is temporarily away from the home because of placement in Foster Care is considered a member of the Family if it can be verified that the child will be returned to the home.
6. Children who are away from home because they are attending school out of town will be considered family members if it can be documented that they will be living in the household over summers and holidays.

Family Break-Ups

The HHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family in a divorce or separation decree, the HHA is bound by the court’s determination of which family members continue to receive assistance.

1. When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

2. If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted.
3. In the absence of a judicial decision, or an agreement among the original family members, the HHA will determine which family retains their placement on the waiting list, or will continue to receive assistance taking into consideration the following factors:
 - a. the interest of any minor children, including custody arrangements,
 - b. the interest of any ill, elderly, or disabled family members,
 - c. any possible risks to family members as a result of domestic violence or criminal activity, and
 - d. the recommendations of social service professionals.
4. If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, HHA reserves the right to admit an individual who is willing to assume the responsibilities of the head of household and who passes criminal history screening so that the dependents will not be forced to leave their home.

Household Members (who are not Family Members)

An assisted household may include both family members (as described above) and household members, who do not meet the definition above but who are permitted to live in the unit if approved by the Authority. Household members would include:

1. Live-in Aide, as defined in this Administrative Plan;
2. Foster child or foster children as defined in this Administrative Plan;
3. Foster adult as defined in of this Administrative Plan;

When determining the unit size (number of bedrooms) for which a family qualifies, the Authority takes into account both family members and approved household members.

C. Income Eligibility

To be income eligible, the family must qualify for any of the following categories:

1. Families admitted from the waiting list must be Very-Low Income or Extremely Low Income Families; or
2. Low income families who are continuously assisted in Public, Indian, or Section 8 housing;
3. Low Income families being relocated from the Authority’s public housing pursuant to revitalization or redevelopment;
4. Low-Income non-purchasing families participating in a homeownership program; (lease-purchase); or
5. Low-Income or Moderate-Income families displaced as the result of pre-payment of the mortgage or voluntary termination of an insurance contract on a project-based HUD-assisted development or a displaced family residing in a project subject to a resident homeownership program; or

6. Low income families/individuals being displaced from project-based Section 8 housing at the end of the term of the assistance contract.

For admission to the Housing Choice Voucher program, a family must be income eligible in the area where the family initially leases a unit with housing assistance. A family porting into Houston must be eligible in Houston. A family porting out of Houston must be income eligible in the area where the family leases an assisted unit.

D. Income Targeting

Each fiscal year not fewer than 75 percent of the Authority's new admissions must have incomes at or below 30 percent of the area median income (the Extremely Low Income Limit). For the Moderate Rehabilitation Program, not less than 40 percent of new admissions to a specific project must have incomes at or below 30 percent of median.

E. Definition of Income

Annual Income, a family's total income less certain excluded categories of income, is a term defined in Part 5.6 of Title 24 of the Code of Federal Regulations. Although the definition listed in Section VIII of this Administrative Plan is current at the time of adoption, the Authority will always use the federally prescribed definition, rather than the definitions in this Administrative Plan.

Income deductions prescribed by Federal law are granted when verified. The specific deductions granted are covered in the policy in Section VIII, Income and Rent

F. Family Social Security Numbers

Families are required to provide Social Security Numbers for all family members ages 6 and older prior to admission, or to certify that members have no Social Security Numbers. Failure to furnish verification of social security number is grounds for denial/termination of assistance. A valid Social Security card issued by the Social Security Administration or an original letter to the family from the Social Security Administration in which the number is indicated is acceptable verification. If a family member has applied for but not yet received a Social Security Card, official verification from the Social Security Administration of the application for a social security card that lists the social security number will be accepted. The family must provide the Authority with the social security card at the time of receipt or at the next annual re-certification. Any family members that do not have social security numbers will be required to certify to that fact.

G. Citizenship and/or Eligible Immigration Status

To receive assistance, a family member must be a U.S. citizen or eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories specified by HUD. Every family member must provide sufficient information to enable the Authority to determine citizenship or eligible immigration status in accordance with HUD Regulations. Citizens may certify to their status, but the HHA is required to verify through the United States Citizenship and Immigration Service(USCIS) the status of all persons claiming to be eligible immigrants. The status of each member of the family is considered individually before the family's status is defined for this reason. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are "mixed families" and assistance is pro-rated. In other words, a family with members who are not eligible

for assistance will be required to make a higher contribution to rent.

For this eligibility requirement only, the applicant is entitled to a hearing if they are denied housing assistance based on their citizenship status.

H. Suitability of Participant

As required by HUD, the Authority screens all applicants for criminal history that is a threat to others, for drug related criminal history and for current use of illegal drugs or alcohol abuse that interferes with lease compliance.

The Authority does not screen for factors related to the suitability of the applicant family as tenants. Such factors include (but are not limited to) prior rent paying history, outstanding debts owed to previous owners (unless owed to the Authority), ability to get utilities connected in the tenant's name, etc. The Authority encourages potential owners to screen applicants to determine suitability as a tenant utilizing credit history investigation, reviewing previous rental references, and/or performing a home visit. The owner may not discriminate on the basis of race, religion, sex, color, national origin, disability or familial status.

IV. ADMISSIONS

A. Local Preferences for Admission

The Authority has three preferences for admission to the Housing Choice Voucher program:

First Preference: Continuously Assisted Families/ "Special Admissions"

The highest preference is given to families that:

1. are being relocated from the Authority's public housing properties or Low Income Housing Tax Credit properties in which HHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or who are being relocated pursuant to agreements already in place between HHA and the tax credit property ownership entity; or
2. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled; or
3. are receiving assistance in a Section 8 SRO or Mod Rehab program and the owner of the program intends to opt out, not renew, or reduce the program size.

A family qualifies for one of these preferences when they receive notice that they will have to move for one of the three reasons cited above. These three categories have equal weight and eligible families will be issued vouchers in an order based on date on which they receive notice to move.

Second Preference: Homeless individuals who would have qualified for SRO housing

The second preference for admission is for persons who would otherwise have qualified for formerly available SRO housing. The number of people awarded this preference will not exceed the number of SRO slots lost because SRO owners fail to renew or reduce contract size. The

purpose of this preference is to insure that no fewer than the number of individuals who would have qualified for SRO housing receive vouchers to live in SRO housing.

Third Preference: Families displaced by natural disaster

The third preference for admission is given to families that were victims of a natural disaster in an area that was declared a natural disaster area by the President within 90 days from the date of the family's application. Families that qualify for these preferences will be selected from the waiting list based on the date and time of the family's application.

Special Preference: Returning families/individuals currently living in institutional settings to the community.

In keeping with the Secretary of HUD's "Money Follows the Person" initiative, this special preference is applicable for up to 75 persons with disabilities who are currently living in institutional settings (e.g. nursing homes or assisted living facilities) who wish to return to the community. To be eligible, the individual must be able (with or without assistance and reasonable accommodation) to comply with the family obligations of the Housing Choice Voucher program. Because this is a targeted initiative, the waiting list will be opened under the following conditions: (1) Until 75 individuals are housed, or (2) when a voucher under this special preference is not in use.

This preference in no way limits program access for other applicants with disabilities

Non-preference admissions

For all other families, the Authority utilizes a lottery system for admission to the Program. Applications for the lottery program are taken only when the lottery pool is open. Public notice of the opening and closing of the lottery pool is given in accordance with the *Procedure on Opening and Closing the Waiting List*. Once the pool has closed, applicants will be selected from the pool by lottery and placed on the waiting list in order of their selection.

B. Other Section 8 Program Admissions

Besides the Housing Choice Voucher Program, the Authority also administers several special programs for which the Authority received funding from HUD targeted to families that are eligible to participate in these programs (See discussion under "Special Programs" below). The funds made available for these purposes (including turnover funds, except for the scattered site relocation program) may only be used for families that are eligible for these special programs. Families that qualify for these special programs will be selected from the special program waiting list based on the date and time of the family's application

The waiting list for families eligible for local preferences and these special programs (Moderate Rehab, SRO, VASH, Family Unification, and Mainstream Program) may be opened by the Authority following a public notice as described in the *Procedure on Opening and Closing the Waiting List*.

For the Veterans Administration Supportive Housing program (VASH) only, the waiting list is established and maintained by the Veterans Administration.

C. Outreach to Potential Applicants before Opening the Waiting List

Outreach to potential applicants will be conducted in accordance with the Authority's *Procedure on Outreach to Potential Applicants*

Outreach may be conducted via:

1. Notice in newspapers of general and specific circulation;
2. Posting such notice in common areas in the Authority's Housing Choice Voucher Intake office;
3. Notice in minority media publications and other outlets in the Authority's jurisdiction;
4. Radio station announcements; or
5. Special advertising techniques designed to attract those members of protected classes determined to be least likely to apply. The identification of groups least likely to apply will take place as described in the Authority's *Procedure on Affirmative Marketing*.

The notice will state:

1. the date the lottery pool will open,
2. when and where to participate,
3. the date the lottery pool will close, and
4. the targeted group for the opening, if applicable, or
5. Selection preferences, if any, that will be used to select applicants from the list.

The lottery pool will be opened periodically based on the sole discretion of the Authority and the need for program applicants. The pre-application to be completed and submitted by the applicant will contain the following information:

1. Name, age, gender, citizenship or eligible immigrant status and relationship of all family members;
2. Current address and home, work and mobile telephone numbers of head, co-head and/or spouse;
3. Amount and source of family income, by family member;
4. Whether the family needs a reasonable accommodations (with examples) for any family member with a disability and a description of the accommodation needed;

The Authority utilizes TTY equipment to facilitate telephone contact for persons who are hearing impaired.

The Authority's staff includes bilingual employees fluent in Spanish and Vietnamese.

It is expected that pre-applications will be accepted either by telephone or on line for all applicants other than those with disabilities who might need assistance in applying. These applicants may apply in person at the location and on the dates specified.

D. Updating the Waiting List

The Authority will update the waiting list on a regular basis as described in the *Procedure on Updating the Waiting List*.

Applicants who have completed a preliminary application or are in the eligibility process must inform the Authority of changes in family circumstances, including changes in income, source of income, household composition and address, and are responsible for responding to requests from

the Authority to update information. Failure to provide information will result in the applicant being withdrawn from the waiting list in accordance with the Authority's *Procedure on Removing Names from the Waiting List*.

Applicants with disabilities who have requested a form of communication different from written notices mailed to the most recent address will be contacted in the manner they have requested.”

E. Application Procedures

1. Families will be admitted both from the waiting list and as Special, non-waiting list admissions in accordance with the *Procedure on Applicant Intake and Processing* and all applicable HUD regulations.
2. The application process is accessible to those people who might have difficulty complying with the normal, standard HHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP).

HHA will provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process are fully accessible. Chapter I provides a full discussion of HHA's policies related to providing reasonable accommodations for people with disabilities.

3. If individuals with disabilities need assistance in completing the application package, HHA staff will assist them.
4. HHA reviews each complete application received and makes a preliminary assessment of the family's eligibility. HHA accepts applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)].
5. If the family is determined to be ineligible, the HHA must notify the family in writing [24 CFR 982.201(f)]. If the HHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list.

If a family is determined to be ineligible, the HHA will send written notification of the ineligibility determination within 10 business days of receiving a complete application. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so (see Chapter 16).

6. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)(c)].
7. The HHA will send written notification of the preliminary eligibility determination within 10 business days of receiving a complete application.
8. Placement on the waiting list does not confirm that the family is, in fact, eligible for assistance. A final determination of eligibility will be made at the time the family is selected from the waiting list.
9. Applicants will be placed on the waiting list according to any preference(s) for which they qualify, and the date and time their complete application is received by the HHA.

F. Removal from the Waiting List

Applications will be removed from the waiting list only in accordance with the Authority's ***Procedure on Removing Applications from the Waiting List*** and applicable HUD regulations. Applications will be removed from the waiting list only if:

1. The applicant receives a Housing Choice Voucher; or
2. The applicant does not respond to HHA communications within the required timeframe; or
3. HHA determines that the applicant is ineligible for the HCV program and either the informal review has been completed or the time to request an informal review has expired.

Applicants whose failure to respond to notices is verified to be related to a disability will be reinstated on the waiting list.

G. Policy on Verification

All information provided by the applicant regarding amount and source of income, deductions from income, admissions preferences and family composition will be verified in accordance with the ***Procedure on Verification***. Enterprise Income Verifications (EIV) and third party verifications in writing (sent by mail, fax or email directly to the Authority by the verification source) are preferred by HUD. Oral third party verifications are acceptable as a third choice if they are properly documented and the file is documented to show that third party written verifications were attempted but cannot be obtained.

Documents will be photocopied when not prohibited by law. When documents cannot be photocopied, staff certification forms noting the document viewed will be used by recording the source of information, the information obtained and signed/dated by the staff person who viewed the document.

If both written and oral third party verification is impossible to obtain, the Authority may review documents provided by the family as a substitute method for verification. All such documents will be phone verified. The Authority will document the file describing why a method other than third party written or oral verification was used.

H. Denial of Admission

The Authority will deny program assistance for an applicant for any of the following grounds:

1. The family does not meet eligibility requirements.
2. Any household member refuses to sign or submit consent forms.
3. Any adult member of the family has been evicted from public housing in the past 3 years.
4. If the Authority has ever terminated assistance under the Section 8 Existing Housing Program (including the Certificate Program and Voucher Program), Housing Choice Voucher or Section 8 Moderate Rehabilitation program for any member of the family who was a head of household, spouse, co-head or other adult member at the time of the termination of assistance.
5. If any member of the family has engaged in drug-related criminal activity or violent criminal activity ***within five (5) years of application processing***.

That an applicant is or has been the victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant

6. Any adult household member was/is illegally using or possessing a controlled substance for personal use.
7. Any adult member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
8. Any adult family member has committed fraud in connection with this program or any other Federal housing assistance program.
9. The family currently owes rent or other amounts to the Authority or to another HHA in connection with Section 8 or Public Housing Assistance under the 1937 Act.
10. The family has engaged in or threatened abusive or violent behavior toward Authority personnel.
11. Any adult household member illegally possesses weapons.
12. The Authority will immediately and permanently deny admission to the Housing Choice Voucher program of persons convicted of manufacturing or producing - methamphetamine or any other narcotic in violation of any federal, state or local law in federally assisted housing.
13. Any family member is or becomes subject to a lifetime registration requirement under a state sex offender registration program.
14. Any adult family member engages in behavior in connection with the abuse of alcohol that would constitute a lease violation in current housing.

I. Order of Selection from the Waiting List

The Authority will admit an applicant to the program either as a local preference, a Special Program Admission (non-waiting list admission), or as a lottery admission from the waiting list. Lottery applicants are randomly assigned a number and placed on the waiting list in number order. Lottery applicants are selected from the waiting list in numerical order from lowest to highest.

1. **Special Admission** (non-waiting list): Assistance targeted by HUD

These admissions are permitted for certain specific circumstances:

Admission to Special Programs with separate waiting lists

Because HUD has awarded HHA program funding that is targeted for families living in Mod Rehab, Family Unification, Mainstream, VASH and SRO units: HHA uses the assistance only for the families qualifying for these programs.

Non-waiting list admissions

In addition, HHA will admit a family that is not on the HHA waiting list, or without considering the family's waiting list position in the circumstances described below: HHA maintains records showing that the family was admitted with HUD-targeted assistance:

1. A family displaced because of demolition or disposition of a public housing project;
2. A family residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;

3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990 (41 U.S.C. 4101 et seq.):
 - a. A non-purchasing family residing in a project subject to a homeownership program (under 24 CFR 248.173); or
 - b. Family displaced because of mortgage prepayment or voluntary termination of a mortgage insurance contract (as provided in 24 CFR 248.165);
 - c. A family residing in a project covered by a project based Section 8 HAP contract at or near the end of the HAP contract term; and
 - d. A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

2. Special Admissions: HUD Programs

Moderate Rehabilitation Program

The Authority maintains a waiting list of those families interested in the Mod Rehab Program. The Authority will permit owner selection of eligible tenants not on the Authority's waiting list, if the Authority is unable to refer families within 30 days of the owner's notification of a vacancy; provided that the owner has not discriminated against any applicant from the Section 8 waiting list and that the owner is fairly applying the same tenant selection criteria to all applicants.

SRO program

For the SRO program, owners are not required to consider applicants from the Authority's waiting list as potential tenants. They are permitted to identify homeless single individuals for placement in the assisted SRO unit through direct contact with homeless persons. Owners shall perform/conduct outreach to homeless persons for the purpose of tenant selection in accordance with the HUD approved application for their project.

Scattered Site Relocation

The U.S. Department of Housing and Urban Development (HUD) allocated 100 vouchers to assist non-purchasing Public Housing Scattered Site residents who are being displaced. The vouchers were awarded to the Authority, January 1, 1995 under the Annual Contributions contract (ACC) VO0027.

Non-purchasing Public Housing Scattered Sites residents will be issued vouchers and processed on a first come, first served basis until all 100 vouchers are initially utilized. Scattered Site relocation vouchers will be awarded to the head of household or designee. There will be only one voucher awarded per Scattered Site unit.

Family Unification Program: The purpose of the Family Unification Program is to assist in unifying families where one of the main barriers in re-uniting a family or keeping the family together is the lack of adequate housing.

The Family Unification Program is designed to assist families from the waiting list that have been determined eligible as a participating family by the Texas Department of Protective and Regulatory Services, for whom the lack of adequate housing is a primary factor in the actual or imminent placement of the families children in out-of house care, *i.e.*, foster care, or families whose children are currently in conservator ship of Child Protective Services, in licensed care,

and whose return to parents or relatives is prevented by a lack of suitable housing.

Mainstream Program for Persons with Disabilities: The Mainstream program provides Housing Choice Vouchers to persons with disabilities (elderly and non-elderly). The Mainstream Program is designed to assist families from the waiting list that have been determined eligible. The Authority will work closely with agencies serving persons with disabilities. The Authority also will work closely with eligible families to identify apartment owners that are willing to accept and work with persons who are mentally and physically challenged, as well as assist the participants in obtaining appropriate health services on an as-needed basis with available resources. As Mainstream participants leave the program additional applicants who qualify will be selected from the waiting list.

J. Income Targeting Requirements

HUD requires that extremely low-income (ELI) families make up at least 75% of the families admitted to the HCV program during the HHA's fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, HHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

K. HHA Unit Size Subsidy Standards

1. The following requirements apply when determining the unit size for which vouchers will be approved: The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
2. The subsidy standards must be consistent with space requirements under the housing quality standards (HQS). The existence of a sleeping/living room would be considered for purposes of meeting HQS and is not counted as a bedroom for purposes of issuing the voucher.
3. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family's unit size if it can be verified that the child will be returned to the family when suitable housing is available.
4. A family that consists of a pregnant woman only, and (no other persons), must be treated as a two-person family.
5. Any live-in aide must be counted in determining the family unit size.

In determining family unit size for a particular family, HHA grants an exception to its established subsidy standards if HHA an exception is justified by the age, sex, health, disability, or relationship of family members or other personal circumstances. (For a single person other than a disabled or elderly person,, such exception may not override the requirement of providing a one-bedroom unit to a single person.)

The general guidelines below are used in determining Voucher size:

Standards Used to Issue Housing Choice Voucher		
HCV Voucher Size (Subsidy Standards)	Minimum No. of Persons in Household	Maximum No. of Persons in Household
0-BR	1	1
1-BR	1	2
2-BR	2	4
3-BR	3	6
4-BR	5	8
5-BR	7	10
6-BR	9	12

The Authority will assign the Voucher size applicable to the family to allow two people per bedroom and taking into account age, gender and relationship of the family members. The Authority will issue the **minimum** subsidy standard available to adequately serve the family.

The family may request a larger size than that listed on the Voucher by submitting to the Authority in writing a request for a larger size Voucher, including the justification for the request, within 10 days of the determination of bedroom size. The Authority will consider the request according to the conditions outlined in this Plan. The request must be verified and documented. The granting of the exception shall be at the sole discretion of the Authority.

Circumstances which might dictate a larger size unit than the Subsidy Standards:

1. Spouses or family members who, because of a verified disability, cannot share a bedroom;
2. As a reasonable accommodation to a person with a disability;
3. An elderly or disabled person who requires a live-in attendant;
4. Adult household members of different generations occupying the same bedroom;
5. Children of the opposite sex age six and older.

L. Unit Size Selected by Voucher Holder

The family may select a dwelling unit of a different size than that listed on the Voucher; however, the unit must meet housing quality standards. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The Housing Assistance Payment is based upon the lower of the Payment Standard for family unit size or the Payment Standard for the unit size rented by the family

M. Updating Unit size/Subsidy Standards Based on Changes in Family Circumstances

Annually, at the family’s recertification, the Authority will review the voucher size assigned to

the family. If the current voucher size is larger than the family is entitled to, the Authority will issue a voucher of the appropriate smaller size to the family, and will use the lower payment standard to compute the family's housing assistance payment. If the current voucher size is smaller than the family is entitled to, the Authority will issue a voucher of the appropriate larger size to the family, and will use the lower of the new payment standard or the actual rent for the unit to compute the family's housing assistance payment.

N. Applicant Briefings and Voucher Issuance

All families are required by both Federal Regulations and this Administrative Plan to attend a briefing before they are initially issued a Voucher. An applicant's failure to participate in the scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next available briefing. Briefings will be rescheduled once. The material covered by the briefing and content of the Briefing Packet is described in the *Procedure on Applicant Intake and Processing*.

V. REQUEST FOR TENANCY APPROVAL, INSPECTIONS, AND LEASING

A. Term of the Voucher and Extensions

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. The rental housing unit must fall within the rent reasonableness limitations set by the Housing Choice Voucher Program; must meet Housing Quality Standards requirements; and the family share for rent and utilities may not exceed 40 percent of their adjusted income at the time of lease-up.

The initial voucher term will be 90 calendar days. The family must submit a Request for Tenancy Approval and proposed lease within the 90-day period unless the Authority grants an extension. The Authority is authorized to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is a 120 day maximum time limit on the voucher term including any extensions except those granted as reasonable accommodations to persons with disabilities.

HHA will approve additional search time only if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable, as defined by the Authority, for the purpose.

The Authority will approve extensions only in the following circumstances:

1. It is necessary as a reasonable accommodation for a person with disabilities.
2. It is necessary due to reasons beyond the family's control, as determined by the Authority. Following is a list of extenuating circumstances that the Authority may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:
 - a. Serious illness or death in the family
 - b. Other family emergency

- c. Obstacles due to employment
 - d. The family has already submitted requests for tenancy approval that were not approved by the Authority
 - e. Whether family size or other special requirements make finding a unit difficult
3. Any request for an extension must include the reason(s) an extension is necessary, as well as documentation to support the request.
 4. All requests for extensions to the voucher term must be made in writing and submitted to the Authority prior to the expiration date of the voucher (or extended term of the voucher).
 5. The Authority will decide whether to approve or deny an extension request within 10 business days of the date the request is received, and will provide the family written notice of its decision.

It is the Authority's policy to suspend the term of the voucher from the date a Request for Tenancy Approval and proposed lease is received by the Authority, while the Authority processes the request, until the date the Authority makes a final determination with respect to that Request for Tenancy Approval.

B. Portability and Moves

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the *Procedures on Portability*. Eligible families are permitted to port to another jurisdiction that runs an HCV program, subject to the following policy:

Outgoing Vouchers:

1. Families whose head and spouse lived somewhere other than Houston on the date of application must lease within HHA's jurisdiction for 12 months before becoming eligible for portability.
2. Families whose head and spouse lived in Houston on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, and/or do not owe the Authority money and are moving to a location where their housing assistance payment would not be greater than it would be in Houston if the receiving HHA cannot absorb their voucher.
3. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.
4. Participant families must meet the income eligibility requirements in the area the family plans to move. Families must notify the Authority in writing when they want to move out of the Authority's jurisdiction using the portability feature.

Incoming Vouchers:

1. HHA may absorb some or all incoming portable vouchers when it has funding available. Otherwise, when the Authority reaches full utilization (or when there are questions about the availability of HUD HAP payments), the Authority will not absorb incoming portable Vouchers but will bill the sending HHA for the family's costs under the program.

C. Relocation of Witnesses and Victims of Crime

HHA will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. The Authority will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

D. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives, *i.e.*, sister, brother, mother, father, spouse, son, daughter, per HUD regulations. Exceptions to restrictions on renting to relatives are made per HUD regulations if a reasonable accommodation is required for the family and is approved by the Director of Section 8.

E. Request for Tenancy Approval

1. After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the HHA to approve the assisted tenancy in the selected unit.
2. The owner and the family must submit several documents to the HHA:
 - Completed Request for Tenancy Approval (RTA) – Form HUD-52517
 - Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A
 - Proof of ownership of the unit to be leased;
 - The Owner’s EIN or social security number;
 - A W-9 form completed by the owner
3. The RTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease, necessary for the HHA to determine whether to approve the assisted tenancy in this unit.
4. Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
5. Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.
6. For units constructed prior to 1978, owners must either
 - 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
 - 2) attach a lead-based paint disclosure statement.
7. Both the RTA and the proposed lease must be submitted no later than the expiration date stated on the voucher. [HCV GB p.8-15].
8. When the family submits the RTA the HHA will review the RTA for completeness.
 - a. If the RTA is incomplete (including lack of signature by family, owner, or both), or if the

dwelling lease is not submitted with the RTA, the HHA will notify the family and the owner of the deficiencies.

- b. Missing information and/or missing documents will only be accepted as hard copies, in-person, by mail, or by fax. The HHA will not accept missing information over the phone. If the missing documentation requires an original signature of either the applicant or owner, it must be submitted in original hard copy or as an electronic scanned copy followed within two days by the original.
9. When the family submits the RTA and proposed lease, the HHA will also review the terms of the RTA for consistency with the terms of the proposed lease.
 - a. If the terms of the RTA are not consistent with the terms of the proposed lease, the HHA will notify the family and the owner of the discrepancies.
 - b. Corrections to the terms of the RTA and/or the proposed lease will only be accepted as hard copies, in-person, by mail or by fax. The HHA will not accept corrections by phone.
 10. Because of the time sensitive nature of the tenancy approval process, the HHA will attempt to communicate with the owner and family by phone, fax, or email. The HHA will use mail when the parties can't be reached by phone, fax, or email.

F. RTA Limitation

The family may submit one Request for Tenancy Approval (RTA) at a time. The family may only submit another RTA if the previously submitted RTA is voided.

G. Security Deposit Requirements

Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. The Authority prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

H. Leasing Policies

Preparation of the lease and HAP contract will be handled in accordance with the *Procedure on Leasing*.

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted tenants in the same property.
3. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. If the owner uses the Texas Apartment Association Lease or his/her own lease, the Authority will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, the Authority will explain the problems to the owner and suggest how they may be corrected, by a specific date. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided. The Authority does provide a sample lease agreement that owners may opt to use.

I. Non-housing Agreements

1. Owners and tenants may execute agreements for services (i.e. parking, furniture, late charges, pets, pet deposits, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by the Authority. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to the Authority.
2. Any appliance, service or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease without additional charges. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.
3. The Authority is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. The following types of separate agreements are not acceptable: agreements for altered security deposit, altered rent amounts, excess utilities, meals, supportive services, or any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises.

J. Housing Quality Standards and Inspections

1. The Authority is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards, (HQS).
2. HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR 982.401. HHA's administration of the Housing Quality Standards is covered in the *Procedure on Housing Quality Inspections*.
3. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet HQS as long as the family continues to receive housing assistance in the assisted unit. HQS takes precedence over local housing codes and other codes.
4. The family must allow the Authority and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.
5. Modifications to Provide Accessibility
 - a. Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense.
 - b. Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information

on reasonable accommodations for persons with disabilities.

- c. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.
- d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time.
- e. The interest in any such account accrues to the benefit of the tenant and the owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained.[24 CFR 100.203; Notice 2003-31].
- f. If a family member with a disability requires extensive modifications to a unit, the family, owner and HHA may agree that the owner will make the modifications and HHA will grant an exception rent because of the unit modifications. The difference between this exception rent and the payment standard will be paid by HHA not passed on to the family.

6. Owner and Family Responsibilities [24 CFR 982.404]

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

- a. Tenant-paid utilities not in service
- b. Failure to provide or maintain family-supplied appliances
- c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

Owner Responsibilities

- a. The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

7. Special Requirements for children with elevated blood-lead levels [24 CFR 35.1225]

- a. If a HHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, the HHA must complete a risk assessment of the dwelling unit.
- b. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.
- c. Within 30 days after receiving the risk assessment report from the HHA, or the

evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330].

- d. If the owner does not complete the “hazard reduction” as required, the dwelling unit is in violation of HQS and the HHA will take action in accordance with Section 8-II.G.
- e. HHA reporting requirements, and data collection and record keeping responsibilities related to children with an environmental intervention blood lead level are discussed in later in this section.

8. Violation of HQS Space Standards [24 CFR 982.403]

If a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, at the family’s next annual reexamination the HHA will authorize the issuance of a new voucher at the expiration of the family’s lease, and the family and HHA must try to find an acceptable unit as soon as possible.

K. Additional Inspection Requirements

- 1. HHA uses the acceptability criteria in HUD program regulations 24 CFR 982.401, interpretative guidance of acceptability criteria in Form HUD 52580-A Inspection Checklist, and the HUD Housing Inspection Manual.
- 2. Where these documents instruct that guidance should be sought from local codes/practice, HHA has issued instructive guidance in the form of Inspection Policy and Procedure maintained in the Authority’s Inspections Office.
- 3. In addition to HUD HQS standards, the Authority adheres to the following:
 - a. City of Houston, Code of Ordinances, Chapter 10, Division 3, Section 10-343(e) (2)
Units that are not provided with refrigerated air by the owner must have screens installed at each opening of the building.
 - b. City of Houston, Code of Ordinances, Chapter 10, Division 3, Section 10-343(d) (8)
If screens are not provided, provide and maintain in good operating condition refrigerated air equipment capable of maintaining a maximum inside temperature that is 20 degrees Fahrenheit lower than the outside temperature or 85 degrees Fahrenheit, whichever is warmer, in each room intended for habitation.
 - c. City of Houston, Code of Ordinances, Chapter 10, Division 3, Section 10-343(d) (7)
Provide and maintain heating equipment in good operating condition that is capable of maintaining a minimum inside temperature of 70 degrees Fahrenheit, when it is no less than 20 degrees Fahrenheit outside. Inside temperature is to be measured at a point three (3) feet above the floor in each room intended for habitation.
 - d. City of Houston, Code of Ordinances, Chapter 10, Division 3, Section 10-343(d) (4)
Hot water shall be provided at the kitchen sink, bathroom lavatory, tub or shower at a minimum temperature of 120 degrees Fahrenheit.
 - e. City of Houston, Code of Ordinances, Chapter 10, Division 3, Section 10-343(a) (b)
Each dwelling unit shall contain at least 150 square feet of habitable floor space for the

first resident and at least 100 square feet of additional habitable floor space for each additional resident. Each room occupied for sleeping purposes by one resident shall contain at least 70 square feet of habitable floor space and each room occupied for sleeping purposes by more than one shall contain at least 50 square feet of habitable floor space for each resident. Children under 12 months are not considered residents and children under six years of age are considered as one-half of one resident for purposes of this definition.

f. City of Houston 2000 International Residential Code, Section G240

Unvented fuel burning portable space heaters, such as kerosene units or other open flame portable heating units, are strictly prohibited in all dwelling units.

An unvented heating appliance designed for stationary installation and utilized to provide comfort heating as required by HQS will be allowed in dwelling units provided:

- A manual shut off valve is installed at the connection to the stationary gas piping serving the heating equipment,
- The system appears in good repair as determined by the HQS inspector; and
- No work has/is being completed on the gas system for the dwelling under Codes and conditions set by the City of Houston 2000 International Residential Code, Section G2406 or other City of Houston codified Codes and Ordinances governing installation and safety of heating equipment.

L. Inspection Policy

1. Types of Inspections

HHA conducts the following types of inspections as needed. The details of each type of inspection are covered in the *Procedure on Housing Quality Inspections*

- a. *Initial Inspections.* The HHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP Contract.
- b. *Annual Inspections.* HUD requires the HHA to inspect each unit under lease at least annually to confirm that the unit still meets HQS. The inspection may be conducted in conjunction with the family's annual reexamination but also may be conducted separately.
- c. *Special Inspections.* A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
- d. *Quality Control Inspections.* HUD requires that a sample of units be reinspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

M. Emergency Fail Items

1. The following items are considered emergency fails (subject to correction in 24 hours or less):
 - a. No electricity
 - b. No running water

- c. Natural gas leak or fumes from fuel burning appliances/equipment or inoperable or deficient fuel burning appliances or equipment.
- d. Major plumbing leaks or flooding, (such as sewer back-up or water line breakage)
- e. Any electrical fixture or equipment that smokes, sparks, or short circuits creating a fire hazard.
- f. Uninhabitable units due to fire, tornado, flood, or destroyed/vandalized units that prevent a tenant from using the bathroom or kitchen.
- g. Any life threatening condition as determined by the Inspector and approved by the Inspection Supervisor.
- h. Waterlogged ceiling or floor in imminent danger of falling/collapsing.
- i. Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- j. Conditions that present the imminent possibility of injury
- k. Obstacles that prevent safe entrance or exit from the unit
- l. Absence of a functioning toilet in the unit
- m. Absence of or inoperable smoke detectors

2. Enforcing Owner Compliance

If the owner fails to maintain the dwelling unit in accordance with HQS, HHA will take prompt and vigorous action to enforce the owner obligations.

a. HAP Abatement

- 1) If an owner fails to correct HQS deficiencies by the time specified by the HHA, HUD requires the HHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.
- 2) HHA will make all HAP abatements effective the first of the month following the expiration of the HHA specified correction period (including any extension).
- 3) HHA will inspect abated units within 5 business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.
- 4) During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

b. HAP Contract Termination

- 1) The maximum length of time that a HAP may be abated is 90 days. However, if the owner completes corrections and notifies the HHA before the termination date of the HAP contract, the HHA may rescind the termination notice if (1) the family still

- resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.
- 2) Reasonable notice of HAP contract termination by the HHA is 30 days.
 3. Enforcing Family Compliance with HQS [24 CFR 982.404(b)]
 - a. Families are responsible for correcting any HQS violations listed in paragraph V.I.6.
 - b. If the family fails to correct a violation within the period allowed by the HHA (and any extensions), the HHA will terminate the family's assistance, according to the policies described in Chapter 12.
 - c. If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

N. Rent Reasonableness

Before HHA can enter into a Housing Assistance Payment with an owner, HHA must verify that the rent the owner proposes to charge is reasonable. Methods of determining rent reasonableness are described in *Procedure on Rent Reasonableness Determinations*

Rent reasonableness determinations are completed:

1. at initial lease up,
2. owner-requested rent increase, or
3. if the FMR is decreased by 5% or more.

As required by HUD regulations, before executing a Housing Assistance Payments contract, HHA makes a determination that the proposed rent is reasonable in relation to comparable units in the private unassisted market. The market area for rent reasonableness comparability is the City of Houston, Texas and that area five miles beyond the City of Houston.

Rent must be reasonable in relation to rents charged by other owners for comparable unassisted units in the private market. . The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. Rent increases will not be approved unless any failed items identified by the most recent HQS inspection have been corrected.

4. HHA will consider some or all of the following factors in making a determination of reasonable rent:
 - a. Size
 - b. Location
 - c. Type
 - d. Quality
 - e. Amenities
 - f. Age
 - g. Maintenance Services

- h. Housing Services
 - i. Non-housing Services (if any)
 - j. Utilities
5. If the owner does not agree on a contract rent that is reasonable, after the Authority has tried and failed to negotiate a revised rent, the Authority will inform the tenant that the lease cannot be approved. The tenant should continue to locate eligible housing if his/her Voucher has not expired.
 6. If the unit's rent is determined to be reasonable or if the owner accepts the offer of a revised rent that is reasonable, the Authority will continue processing the Request for Lease Approval and Lease.
 7. By accepting each monthly HAP payment from the Authority, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units on the premises.
 8. The owner must give the Authority information (if requested by the Authority) on rents charged by the owner for other units on the premises or elsewhere. The Authority will maintain records that include comparable data on unassisted units in the market.

O. Disapproval of an Owner

The Authority will not approve a unit if the Authority has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation.

HUD Requirements

When directed by HUD, the Authority will not approve an owner if:

1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

HHA Decision to Refuse to Enter into Contracts with Certain Owners

In its administrative discretion, the Authority may elect not to enter into new contracts or may deny approval to lease a unit from an owner for any of the following reasons:

1. The owner refused or has a history of refusing to evict tenants who engage in drug-related or violent criminal activity or threatened the health, safety, or peaceful enjoyment of other tenants, employees, or residences of neighbors;
2. The owner has violated obligations under a Housing Assistance Payments Contract under Section 8 of the 1937 Act;
3. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
4. The owner has engaged in drug trafficking;
5. The owner has a history or practice of non-compliance with the HQS for units leased under the

tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

6. The owner has a history or practice of renting units that fail to meet State or local housing codes; or
7. The owner has not paid State or local real estate taxes, fines or assessments.

Nothing in this rule is intended to give any owner any right to participate in the program.

P. Tenancy Approval [24 CFR 982.305]

1. After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, the HHA must promptly notify the family and owner whether the assisted tenancy is approved.
2. Prior to approving the assisted tenancy and execution of a HAP contract, the HHA must ensure that all required actions and determinations, discussed in Part I of this chapter have been completed.
3. These actions include ensuring that
 - a. the unit is eligible;
 - b. the unit has been inspected by the HHA and meets the Housing Quality Standards (HQS);
 - c. the lease offered by the owner is approvable and includes the required Tenancy Addendum;
 - d. the rent to be charged by the owner for the unit is reasonable;
 - e. where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)];
 - f. the owner is an eligible owner, not disapproved by the HHA, with no conflicts of interest [24 CFR 982.306];
 - g. the family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information [24 CFR 982.305(b)].

Q. HAP Contract Execution

1. The HAP contract is a written agreement between the HHA and the owner of the dwelling unit occupied by a housing choice voucher assisted family. Under the HAP contract, the HHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit and obliges the owner to comply with all program requirements.
2. The HAP contract format is prescribed by HUD.
3. If the HHA has given approval for the family of the assisted tenancy, the owner and the HHA execute the HAP contract.
4. The term of the HAP contract must be the same as the term of the lease [24 CFR 982.451(a)(2)].
5. The HHA is permitted to execute a HAP contract even if the funding currently available does

not extend for the full term of the HAP contract.

6. The HHA must make a best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.
7. The HHA may not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, the HHA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).
8. Any HAP contract executed after the 60 day period is void, and the HHA may not pay any housing assistance payment to the owner.
9. Owners may be either called to come into the office to sign documents, the contracts may be mailed, or Inspectors may take contracts and leases to the initial inspection for tenant and owner signatures.

R. Changes in the HAP Contract [24 CFR 982.308]

1. If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the HHA a copy of such changes for its review and approval. The lease, including any changes, must remain in accordance with the requirements of this chapter.
2. Generally, HHA approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, voucher assistance in the unit shall not be continued unless the HHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner. These circumstances include:
 - a. Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances
 - b. Changes in lease provisions governing the term of the lease
 - c. The family moves to a new unit, even if the unit is in the same building or complex
3. In these cases, if the HCV assistance is to continue, the family must submit a new Request for Tenancy Approval (RTA) along with a new dwelling lease containing the altered terms. A new tenancy must then be approved in accordance with this chapter.
4. If the owner is changing the amount of rent, the owner must notify the HHA of any changes in the amount of the rent to owner at least 60 days before any such changes go into effect [24 CFR 982.308(g)(4)]. The HHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the rent reasonableness standards discussed in Chapter 8. If the requested rent is not found to be reasonable, the owner must either reduce the requested rent increase, or give the family notice in accordance with the terms of the lease.
5. No rent increase is permitted during the initial term of the lease [24 CFR 982.309(a)(3)].

S. Owner Payment

1. The maximum subsidy in the Housing Choice Voucher programs is the lower of the Payment Standard *minus* the Total Tenant payment, or Gross Rent *minus* the Total Tenant Payment.
2. The Housing Assistance Payment to the Owner is the lesser of the Actual Housing Voucher Subsidy described above; or Rent to Owner.
3. Once the HAP Contract is executed, the Authority begins processing payments to the owner. Checks are disbursed by the Authority to the owner or owner's agent each month. The Authority will make every effort to make timely HAP payments to owners. Great care shall be taken to expedite the initial payment to the owner.
4. If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the Authority shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the Authority shall not be obligated to pay any late payment penalty if HUD determines the late payment by the Authority is due to factors beyond the Authority's control, including inaccurate information about the unit or utility payment in the RTA. The Authority shall not be obligated to pay any late payment penalty if housing assistance payments by the Authority are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following the Authority's remedies: recovery of over-payments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments, and termination of the contract).
5. The submitted claim must include a copy of the owner's lease stating the late fee amount and late fee deadlines applicable to renters, the amount requested, and documentation that similar amounts have customarily been collected from other tenants. The Authority is only liable for the amounts and dates stated in the owner's lease. The Authority will review the claim, the client file and payment records. The Authority will make a determination on each claim and respond to the claimant accordingly. Claims that are approved for payment will be paid within 30 days. Owners will receive written notification of claims that are approved or denied, including reason(s) that the claim is denied.
6. The Authority is not responsible for payment of late fees caused by: the tenant's late payment of rent; late HUD fund transfer; HAP payments on hold (HQS, etc.), or for any other HUD allowed reason.
7. Owner payments will be placed on hold if:
 - a. The unit fails HQS;
 - b. Ownership of the unit has changed;
 - c. Unit ownership is in question;
 - d. Any other reason the Authority determines that the HAP contract has been breached;

T. Termination of the HAP Contract

All terminations of a HAP contract initiated by the Authority will be sent in writing to the owner and family. Automatic termination of HAP payments results when:

1. A family vacates the unit either in violation of the lease or by mutual agreement with the owner before termination of the lease/contact, or;

2. The lease is terminated by the owner or the family;
3. The owner will not renew the HAP contract or extend the current lease;
4. The sole participant dies;
5. There has been no HAP for 180 days;
6. The Authority terminates assistance for the family;
7. The unit failed HQS and has not been repaired in the required timeframe;
8. The owner violates the HAP contract;
9. The family violates their obligations under the Housing Choice Voucher.

U. Payment Standards and Exceptions to the Payment Standards

1. HHA will review the payment standard schedule annually. The Authority is required to set its payment standard in the Housing Choice Voucher Program between 90 and 110 percent of the published FMR for each unit size.
2. Exception area payment standards may be allowed to help families find housing outside areas of high poverty, or because voucher holders have trouble finding housing for lease under the program within the term of the voucher so long as HUD will fund the exception rents. Exception standards will be approved by the Managing Director.

The Payment Standard applicable for the family will be the lower of:

- The Payment Standard for the voucher size approved for the family; **OR**
- The Payment Standard for the unit rented by the family.

A family may rent a unit with more bedrooms than stated on the Voucher, but the family's subsidy will be based on the Payment Standard for the size for which the family is eligible. If the family rents a unit with fewer bedrooms, the subsidy will be based on the payment standard for the unit size the family has rented.

V. Tenant Rent

A family renting a unit at or below the payment standard pays the highest of:

- 30 % of monthly adjusted income;
- 10% of monthly gross income;
- Houston Housing Authority minimum rent: \$50.00.

A family renting a unit above the payment standard pays the highest of the amounts listed above, plus any amount over the payment standard.

A first time participant entering the program, or a participating family moving to a new unit, cannot pay more than 40% of monthly-adjusted income as rent.

W. Utility Allowances and Utility Reimbursements

1. The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher. If the family pays

for some or all utilities, the Authority will provide the family with a utility allowance. The Utility Allowance Schedule is based on actual rates and average consumption estimates, and approved by HUD. The Utility Allowance Schedule is not based upon a family's actual energy consumption. The Authority will review the Utility Allowance Schedule on an annual basis. If a revision is needed, the Utility Allowance Schedule will be revised in accordance with HUD requirements.

2. If families provide their own ranges and refrigerators, the Authority will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. The Utility Allowance Schedule for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance, based on factors provided by HUD.
3. If the Utility Allowance exceeds the Total Tenant Payment of the family, the Authority will provide a Utility Reimbursement Payment to the family each month. The check will be made out directly to the tenant, or may be co-addressed in the name of the tenant and the local Utility company. This ensures that the amount will be applied to the tenant's utility bill and service will not be disrupted.
4. If a family is granted a utility allowance because the family is responsible for paying some or all utility bills directly to the utility supplier, failure to pay the utility bill, including amounts that exceed the utility allowance is grounds for terminating the family from the program.

X. Utility Allowance Exception

As a reasonable accommodation for families with a disabled member, the Authority may approve a utility allowance that is higher than the applicable amount on the utility allowance schedule (e.g. an increase to the electric allowance) to accommodate additional appliances or services verified to be necessary because of the family member's disability.

Y. Earned Income Disallowance for Qualified Participants with Disabilities

Qualified disabled family members may be eligible for an earned income disallowance as prescribed by applicable HUD regulations. For these qualified disabled families, the Authority will disregard for 12 months the:

1. Incremental earned income of family members who were unemployed for a year or more and became employed (A person is considered to have been unemployed if he/she was employed, but earned less in the previous 12 months than would be earned by a person working 10 hours per week making minimum wage working 50 weeks);
2. Incremental earned income of Family members income whose employment income increases during participation in a family self-sufficiency program or job training program, or
3. Incremental earned income of family members whose employment income has increased AND who, within the last six months have received either any amount of cash grant from TANF or in-kind services funded through the TANF agency worth at least \$500.

An additional 12 months of 50% earned income disallowance is allowed after the 100% 12 month disallowance has been exhausted.

The family has 48 months to take advantage of the full 24 month earned income disallowance from the date they are initially eligible to take advantage of the disallowed income allowance.

VI. ONGOING PROGRAM OPERATIONS

A. Rent Increases to Owners

On or after the anniversary of the first year or term of the lease and HAP contract, owners may request a rent adjustment. All adjustment requests submitted to the Authority must be requested in writing in the format prescribed by the Authority. The owner must provide a 60 day advance notice to the family and supply a copy to the Authority. *Owner rent adjustments, if determined reasonable by the Authority, are effective the first day of first month commencing on or after the contract anniversary date or 60 days from the first of the month following receipt of the owner request, whichever is later.* In order for the tenant to remain on the Housing Choice Voucher program in the unit, the new rent must meet rent reasonableness. If it does not, the Authority will attempt to negotiate the rent with the owner to an amount acceptable. If the Authority is unsuccessful and the owner proceeds with the rent increase, the tenant will be issued a voucher to move to a program acceptable unit.

The Authority reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

B. Annual Recertification

1. Families are required to provide information on income, assets, deductions, and family composition at least annually. Also, the need for and the eligibility of a live-in aide will be verified annually at recertification.
2. Re-certification dates will change when a family moves.
3. Recertification packets will be mailed 90-120 days in advance of the scheduled annual recertification effective date.
4. The head of household will be notified that she/he is required to attend a re-certification interview on a specified date and must complete the included information packet, including providing signatures on any third party verification forms needed.
5. It is the Authority's preference to conduct face-to-face Annual Recertifications, however, exceptions will be granted if required to provide reasonable accommodations to participants with disabilities.
6. If an in-person recertification is to be performed, the head of household or spouse must attend the interview, and bring the completed packet and all required documentation.
7. If the family fails to bring all the required documentation to the interview, the interview will be conducted and the family will be allowed 10 additional days to submit the required data. If the data is not then submitted, the family will be terminated for violation of family obligations.
8. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. medical or disability-related reasons, etc.

9. If the family fails to attend two (2) scheduled re-certification appointments without contacting the Authority, the family will be terminated for failure to comply with program requirements.
10. Upon completion of the re-certification, the Authority will notify the owner and tenant in writing of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
11. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given 30 day notice of the increase in rent. If re-certification completion was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.
12. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
13. During the annual reexamination process, the HHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.
14. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
15. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the HHA will process a reexamination in accordance with the policies in this chapter.

C. Interim Changes in Income and Family Composition

Reporting Requirements

The family is required to **report** the following in writing to the Authority within 10 days of the change:

1. The family experiences any increase in income, when the family's current Total Tenant Payment is the minimum rent of \$50 or
2. the family experiences an increase in income that exceeds \$300 per month; or
3. a family member is added by birth, adoption or court-awarded custody, with or without increased income.
4. the family wants permission to add a member by any method other than birth, adoption or court-awarded custody.
5. The family loses a member;
6. Other changes and increases, including cost of living adjustments to recipients of Social Security, TANF, and Veterans Assistance, and new or increased amounts of unearned income need not be reported until the next annual re-certification.

Interim Rent Decreases

The tenant may report any of the following changes, which would result in HHA conducting an interim adjustment to decrease the tenant's rent:

1. Decrease in earned or unearned income;
 2. Increase in allowances or deductions.
 3. If a family receiving Temporary Assistance to Needy Families (TANF) has their TANF grant reduced because of welfare fraud or failure to comply with economic self sufficiency requirements, HHA is not permitted to reduce tenant rent.
 4. When a family's TANF grant is reduced HHA will verify the reason for the reduction through the Texas Department of Social Services, and will reduce rent if the reason for the reduction is other than welfare fraud or failure to comply with economic self sufficiency requirements.
1. **Required Interim Redeterminations** For families claiming zero income, re-certification will be scheduled every 120 days.
 2. For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled more often than annually

Interim Rent Increases

Interim increases in Tenant Rent will be made only when:

1. The tenant has misrepresented any facts related to income or deductions from income; or
2. The tenant has claimed zero income and has been verified to have cash or non-cash income; or
3. The tenant has experienced an increase in income of at least \$300 per year after having received an interim decrease in rent.

Timing of Interim Rent Adjustments

1. Interim rent increases will be effective 30-days after the first of the month following the increase in income.
2. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified. .
3. If a family's rent is increased due to unreported income or overstated deductions, the increase will be effective retroactive to the date when rent should have increased.
4. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the re-certification. No retroactive rent decreases will be granted.
5. Participants must report changes in income before the 15th of the month in order to have the decreased rent effective for the first of the following month.
6. If paperwork to process the reduction is not received by the 15th of the month, the decreased rent may not be effective by the first of the following month, but the family will be credited retroactively because their request was timely.
7. If the family causes delays in completing an interim re-certification, the Authority may

terminate assistance.

8. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.
9. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

Interim Changes in Family Composition

1. HHA is required to approve the addition to the family of children by birth, adoption, or court-awarded custody, and
2. HHA may permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible:
 - a. Marriage
 - b. Temporary custody foster children
 - c. Other family member additions
3. Other than for children added by birth, adoption or court-awarded custody, addition of family members will not be approved by HHA if the addition disqualifies the family for the unit size they were approved for at the time they sought to add a new member or members. The living room is permitted to be used as a living/sleeping room.
4. The only exception to the rule requiring that the unit size not be increased will be for persons who are verified to need live-in aides because of a family member's disability.
5. Before persons age 18 or older will be added to the family, they will be subject to the same criminal history screening used for all applicants.
6. Additional family members must be authorized by the Authority and approved by the owner through an amendment to the lease agreement.
7. Failure on the part of the owner to approve an additional Family Member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for the Authority to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to termination of assistance.
8. A family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only with HHA permission.
9. A family that includes a member with a disability may receive authorization to relocate to an accessible unit.
10. All requests to remove a household member must be accompanied by supporting documentation that the member to be removed has another address. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent, driver's license indicating address is at a location corresponding to the utility billing or lease, or lease agreement in their name at another location.
11. The Authority will increase or decrease a family's voucher to the appropriate bedroom size only at the time of annual re-certification, or a move..

12. Failure of the family to report an over-housed situation may result in a Houston Housing Authority requirement for repayment of excess HAP payments and/or termination from the program.

D. Family Absences from the Unit

The family may be absent from the unit for up to 14 consecutive day periods with owner approval and written notification to the Authority. Absences longer than 14 consecutive days require advance approval by the owner and the Authority. The family may not be absent from the unit for a period of more than 180 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated and the family is responsible for the full contract rent.

Assistance for the entire household will be terminated if the head of household or spouse or adult child is absent due to incarceration for drug related or violent criminal activity.

E. Remaining Family Members

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left. If the head of household leaves the Housing Choice Voucher program for any reason, any remaining adult in the household may be designated by the remaining family as the head of household. If there are no remaining adults in the household, the Authority may at its discretion allow another person related to the remaining tenant family by blood or marriage or court action to assume head of household responsibilities even though that person was not previously listed on the lease.

F. Family Moves

Moratorium on Family Moves

HHA may enact a moratorium on all optional moves by the family. When such a moratorium is in effect, moves will still be permitted because of:

1. Relocation directed by the Authority
2. Owner-caused failed HQS so long as the tenant is in compliance with program regulations
3. Family need for an accessible unit to accommodate a member's disability;
4. Catastrophic disasters,
5. Family member is determined to be endangered from specific criminal activity directed at the family member rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment;
6. Family size exceeds voucher size by two or more persons

When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period and only at the time that their lease expires at or after their annual recertification. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph A.

Unless otherwise approved by the Houston Housing Authority's Director of Section 8 or his/her designee, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

Moves within the Authority's jurisdiction:

1. Other than the exceptions noted above, families will be eligible to move within the Authority's jurisdiction with continued assistance **only** if they:
 - a. currently live in the Authority's only jurisdiction; and
 - b. hold a valid Housing Voucher; and
 - c. are eligible to move; and
 - d. have not violated any Family obligations; and
 - e. do not owe the Authority any money; and
 - f. are moving at the date that their lease expires after their Annual Recertification of Income and Family Circumstances**
2. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to the Authority.
3. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
4. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:
 - a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
 - b. Medical or disability-related need, as documented by a qualified medical practitioner's statement.
 - c. Reduction in the family's voucher size that results in the family paying excessive rent.
 - d. Upward change in the family's voucher size that allows the family to lease a larger unit.
 - e. Voluntary moves after the first 12 months of occupancy.
 - f. All other moves.
5. The Authority will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe the Authority money; the family will be offered a new voucher to search for another unit.
6. At any time, the Authority may deny permission to move due to the following if:
 - a. The family does not notify the Authority and the owner before the family moves out of the unit or termination of the lease.

- b. The family does not allow the Authority and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
 - c. The family is verified to be responsible for an HQS failure.
 - d. The family is verified to have committed any serious or repeated violations of the lease. Simple allegations by the owner that lease violations have occurred is insufficient to invoke this requirement. The owner must verify, for example, that payments have not been made, the unit has been damaged (an HHA inspection is required) or criminal activity has taken place.
 - e. The family owes the Authority or another HHA money for any reason.
 - f. The Authority does not have sufficient funding for continued assistance.
 - g. The family is verified to have violated any Family Obligation.
 - h. For any other HUD-allowed reason.
7. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.
8. The Authority will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify the Authority whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.

If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.

G. Overlapping HAP Payments

If a participant family moves from an assisted unit with continued assistance, the effective date of the assistance at the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy. Overlapping HAP payments are not allowed if the owner of the new unit and old unit is the same.

H. Termination of Assistance to Participants

Grounds for Termination

The Authority may terminate participant assistance if:

- 1. Any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- 2. The family has not reimbursed the Authority for amounts paid to an owner under a HAP

contract for rent, damages to the unit, or other amounts owed by the family under the lease, or if the family breaches an agreement with the Authority to pay amounts owed to the Authority;

3. Any household member refuses to sign or submit consent forms
4. Any family member is verified to have committed serious or repeated lease violation(s); A family is evicted for serious or repeated lease violation(s);
5. Any family member or guest causes damage to the unit;
6. Any family member is subject to a lifetime registration requirement under a state sex offender registration program;
7. An adult family member is convicted of manufacturing methamphetamines in an assisted unit;
8. Any household member engages in drug-related or violent criminal activity;
Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of a participant's family who is a victim of the domestic violence, dating violence, or stalking.
9. Any family member engages in illegal use of a controlled substance;
10. Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors;
11. Any household member illegally possesses weapons;
12. A family does not report an increase of income or change of family composition as stipulated in this Administrative Plan within 10 days;
13. Any family members do not provide their Social Security information and documentation within the time required and specified by the Authority;
14. Families do not comply with HQS;
15. Any family member violates any family obligations under the program;
16. The family currently owes rent or other amounts to the Authority or to another HHA in connection with Section 8 or public housing assistance under the 1937 Act;
17. Any family member does not establish citizenship or eligible immigration status;
18. The family engages in or threatens abusive or violent behavior toward Authority personnel;
19. No Housing Assistance Payment has been paid on the family's behalf for six months;
20. Any other HUD allowed reason.

The Authority may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.

Termination Notification

In any case where the Authority decides to terminate assistance to the family, the Authority will

give both the family and the owner a 30-day written termination notice which states:

1. Specific reasons for the termination;
2. Effective date of the termination;
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

I. Owner Termination of a Participant's Lease

Grounds for Lease Termination

The owner may terminate the lease for lease violations at any time. The owner may terminate the lease for any other reason at anytime after the initial period of the lease. The owner must follow state and local laws and must provide the Authority with a copy of the termination notice immediately.

Required Notice for Lease Termination

1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move.
2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.
3. Owners must give written notice to the Authority of any legal actions and are required to provide the Authority with copies of all court action papers regarding program participants.
4. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies the Authority with copies of all pertinent legal documents; the owner is entitled to HAP payment until the family voluntarily moves or is evicted.
5. The owner must use the termination proceedings as prescribed in the lease and contract:
 - a. The owner can institute court action, using the grounds for eviction cited in the lease; or
 - b. The owner can try to obtain a mutual rescission of the lease with the tenant. (The mutual rescission must be signed by both parties and designate the reason for the agreement to mutually rescind the Lease).
 - c. The owner can issue proper notice not to renew the Lease Agreement.
6. The owner may not terminate tenancy for the Authority's failure to pay the housing assistance payment.

J. Owner Repayment Agreements

1. Participating landlords or participants that owe a balance to the Authority must repay the debt to the Authority.
2. Repayment of debt to the Authority should be paid in full immediately or a repayment agreement executed.

3. Payments by check, certified check or money order are to be made payable to the “Houston Housing Authority”.
4. If an owner owes the Authority for overpayment of housing assistance, the owner will be notified in writing of the overpayment amount.
5. If the owner has other current HAP contracts, and the owner does not repay the entire amount owed immediately upon notification of the amount owed, the amount will be recovered from amounts due under those contracts.
6. If the owner does not pay or otherwise satisfy the amount due the Authority, the HAP contract will be cancelled and the owner may be barred from future participation in the Housing Choice Voucher program until the amount is paid in full.
7. The Authority reserves the right to turn owner amounts due over to an independent collection agency and or to the HUD Office of Inspector General (HUD-OIG).

K. Participant Repayment Agreements

The Authority will make diligent and vigorous efforts to collect debts from any participant in full at the time a debt is incurred.

1. When it is not financially feasible for the debt to be paid in full, the Authority may offer the participant the opportunity to repay the debt over a period of time not to exceed twelve (12) months.
2. The agreement to repay the debt must be formalized through a written and executed Repayment Agreement.
3. Repayment Agreements are intended as a collection effort of last resort to ensure that the Authority can collect the balance due however the term of the repayment agreement shall be limited to a short period of time.
4. For the purpose of this policy, fifty-percent (50%) of the amount owed must be paid and the Authority will enter into a repayment agreement for the balance owed that includes the following terms: 1) balances owed up to \$1,000 must be repaid within six (6) months; and 2) balances greater than \$1,000 but not exceeding \$2,500 must be repaid within twelve (12) months.
5. The Authority will not enter into a repayment agreement for more than \$2,500.00 or for a repayment term longer than twelve (12) months.
6. The Authority will terminate housing assistance in cases where the amount owed exceeds \$2,500 and, when the amount owed exceeds \$15,000 the case may be referred to the HUD-OIG for investigation and possible prosecution.
7. In all cases where the money owed by a participant is not due to any error on the Authority’s part, the amount must be paid in full to preserve program participation unless a repayment agreement has been executed with the Authority for the amount due and the participant is not in default. Default is defined as stated in the execute repayment agreement.
8. The Authority will send a written notice of termination of housing assistance to the family and owner if the family has failed to pay any amount owed, whether the total amount or, if a Repayment Agreement has been executed, the scheduled payment. The Authority may, at any time, turn repayment agreements over to an independent collection agency.

9. If the program participant experiences a rent increase due to changes in income, family composition, etc., in cases where the family was responsible to report such changes and failed to report the change, creating a situation where repayment of overpaid housing assistance is required and the tenant has refused to pay in full or agree to enter into a repayment agreement, the Authority will terminate housing assistance.
10. The Authority may also forward the case to the HUD-O IG or District Attorney for investigation. As with any action to terminate assistance, the tenant will be given an opportunity for informal hearing prior to the termination of assistance.

L. Family Fraud/Misrepresentation

1. The Authority is committed to assure that the proper level of benefits is paid to all program participants, and that housing resources reach only eligible families so that program integrity is maintained.
2. If the family has committed fraud in connection with the Housing Choice Voucher Program, the Authority will terminate assistance and cancel the contract.
3. In addition, if the family has misrepresented income, assets, or allowances and deductions that have caused the Authority to pay more than the required amount of subsidy, the Authority will make every effort to recover any overpayments made as a result of tenant fraud or abuse.
4. To preserve participation in the Housing Choice Voucher program, tenants may be offered the opportunity to repay to the Authority in full, at once.
5. The Authority may take administrative action (including termination), refer the any amounts to a collection agency, take legal action, or refer the matter to the HUD Inspector General or District Attorney.
6. Criminal background checks are conducted on all adult household members at new admission, moves, annual recertifications, reinstatements and adult additions (age 18 or older) to the household. Criminal background checks may also be conducted on a current tenant when there is an allegation of fraud or criminal/drug activity.
7. Any information discovered from these background checks that reveals a program violation may lead to termination.

M. Owner Fraud/Misrepresentation

1. If the owner has committed fraud or misrepresentation in connection with the Housing Choice Voucher Program, the Authority will give notice to terminate the contract, and review the circumstances and the family's involvement to determine if the family is eligible for re-certification.
2. The Authority shall make every effort to recover any overpayments made as a result of owner fraud or abuse. Possible action may include:
 - a. Administrative action, including termination;
 - b. Legal action;
 - c. Referral to the HUD Attorney General's Office or District Attorney;
 - d. Refusal to enter into other HAP contracts.

3. If the HAP contract is terminated but it is determined that the family is not involved in the owner's fraud or misrepresentation, the family will be eligible for continued assistance in a different owner's unit.

N Change in Ownership

1. The Authority must receive a written request by the owner in order to make changes regarding who is to receive the Authority's rent payment and/or the address to which payment is to be sent.
2. The Authority will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e. recorded deed, legal sale documents, etc.

O. Informal Review

An applicant may request an **informal review** of the Authority's decision to deny the applicant's participation in the Housing Choice Voucher Program.

'Families and eligible singles are considered "applicants" from the date of their completed pre-application submission until denial of assistance or execution of the lease and Housing Assistance Payments contract, at which time the applicant becomes a "program participant."

An applicant may request an informal review if the applicant:

1. Is denied a voucher;
2. Is denied participation in the Program;
3. Has assistance is denied or delayed because of the immigration status of family member

Informal reviews **will not** be granted to applicants who dispute:

1. Their lottery number;
2. The number of bedrooms stated on the voucher;
3. A determination that a unit does not meet or comply with Housing Quality Standards;
4. A determination that a proposed lease is unacceptable;
5. A decision to not approve a request for an extension of the term of the voucher;
6. General policy issues or class grievances.

Ineligible applicants will be promptly provided with a letter stating the reason for their ineligibility, and offering them an opportunity for an informal review. The notice shall contain

1. a brief statement of the reason(s) for the decision,
2. that the applicant may submit a signed written request to the Authority for an informal review of the decision if he/she disagrees with the decision, and
3. that the request must be made within ten calendar days from the date of the notice, and
4. that the applicant should keep a copy the request.

Applicants must submit their request in writing to the Authority within ten (10) calendar days from the date of the letter of denial.

The Authority shall conduct an informal review of the applicant's file, provided the applicant submits a proper written request for an informal review within the time allowed. If the request is not submitted timely, it shall mean that the applicant waived his/her right to request an informal review.

Informal Review Officer

The Authority shall designate a person or persons as the review officer(s), who is a supervisor in the program, but not the supervisor of the person who made the determination.

The Informal Review

An informal review is not a hearing. In an informal review, a person who is a program supervisor, but not the supervisor of the person who made the decision upon which the request is based, reviews all the facts upon which the decision was based and issues a notice of decision which may uphold or overturn the original decision.

The Decision

The review officer shall decide whether the decision denying assistance to the applicant was justified and made according to the federal regulations and rules of the Authority. This final decision shall be in writing and issued within ten business days from the date of the review. The decision notice will state the final decision and a brief statement of the reasons for the final decision.

P Informal Hearings

Situations in which HHA will offer informal hearings

An **informal hearing** is conducted based on the Authority's decision affecting participant family in the Housing Choice Voucher Program in accordance with the procedures described in the following section on Informal Hearings.

The Authority shall give a participant an opportunity for an informal hearing in disputes involving the following cases:

1. A determination of the amount of the total tenant payment or tenant rent;
2. A decision to terminate assistance;
3. A decision to deny a family move for reasons other than those set forth in this Administrative Plan.

Situations in which HHA will not offer informal hearings

The Authority is not required to provide an opportunity for an informal hearing to review Authority determinations:

1. that are administrative determinations by the Authority, or to consider general policy issues or class grievances.
2. that a unit does not comply with the Authority's Housing Quality Standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.

3. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
4. not to approve a family's request for an extension of the term of the Voucher issued to an assisted family that wants to move to another dwelling unit with continued participation in the Authority's Housing Choice Voucher Program.

Notice to Participant

1. The Authority shall give the participant prompt written notice of the decision made regarding the above stated issues.
2. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from the date of the notice.
3. If the request is not submitted timely, it shall mean that the participant waived his/her right to request an informal hearing.
4. If an informal hearing request is submitted within the required timeframe, the Authority will timely schedule the informal hearing and send written notice to the client.
5. The written notice shall contain the date, time, and place where the informal hearing will be conducted.
6. The informal hearing shall be prior to the date of termination of housing assistance payments, if at all possible.

The Hearing Officer

1. The Authority will designate any person or persons as hearing officer(s) to conduct the informal hearing.
2. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.

Rights of the Participant

1. The participant must appear in person at the hearing, and may be represented by an attorney at his/her own expense.
2. The participant shall have the right to review and copy (at his/her expense) any relevant information relied upon by the Authority.
3. The participant shall have the right to present evidence, both oral and written.
4. The participant has the right to question any witnesses deposed herein and the right to argue his or her case prior to the hearing officer's decision.
5. The participant shall have the right to arrange for an interpreter to attend the hearing, at the client's expense. If a participant has a hearing impairment or speaks Spanish or Vietnamese, HHA will provide an interpreter at HHA's expense.
6. The participant shall have the right to have the hearing recorded by audiotape at the client's expense.
7. The participant shall have the right to seek redress directly through judicial procedures of the

court.

Rights of Houston Housing Authority

1. The Authority may be represented by an attorney at the informal hearing.
2. The Authority may introduce evidence, both oral and written.
3. The Authority shall have the right to question any witness examined in the informal hearing and to make final submissions.
4. The Authority shall have the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any family documents directly relevant to the hearing.
5. The Authority must be allowed to copy any such document at the Authority's expense.
6. If the family does not make the document available for examination on request of the Authority, the family may not rely on the document at the hearing.

Conduct of the Informal Hearing

1. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
2. If the participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.
3. Participants may not re-schedule a hearing more than once.

The Decision

1. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
2. The decision shall be in writing and based on the facts established, HUD regulations, Authority policies and rules, and the applicable law.
3. The decision shall clearly state the reasons on which the decision is arrived.
4. A copy of the decision shall be furnished promptly to the participant, but in no case shall the decision take more than 14 calendar days from the date of the hearing.

Q. Situations in which Informal Hearing Decisions are not binding on the HHA

The Authority is not bound by a hearing decision on the following matters:

1. A matter for which the Authority is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.
2. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law.

If the Authority determines that it is not bound by a hearing decision, the Authority shall promptly notify the participant of the determination, and the reasons for the determination.

VII. MODERATE REHABILITATION PROGRAM

Unless stated below, facets of the Moderate Rehabilitation Program (Mod Rehab) are the same as those listed in other areas of this Plan.

A. Family Participation

As previously mentioned, Mod Rehab applicants are not part of the Housing Choice Voucher lottery process. Applicants can gain access to the Mod Rehab waiting list either by applying specifically for that list or by written owner referral to the Authority. When an applicant is referred or selected from the Mod Rehab waiting list, a pre-application will be mailed to the applicant. Upon receipt of the completed pre-application, the Authority will schedule an interview with the applicant to determine eligibility. Families will be processed using the program rules listed in this Plan.

B. Moves

Families may move to another Mod Rehab unit only at the expiration of the lease, if there is another Mod Rehab unit available. A list of available Mod Rehab units housing will be made available to families wishing to relocate. Proper notice of their intent to vacate the unit must be submitted to the owner and the Authority. Families may not move to another unit if they owe the owner money under the current lease.

Mod Rehab families may elect to receive a Housing Choice Voucher only if

1. The family participated in the lottery pool, was placed on the waiting list, and is selected to receive a Voucher by the Authority, or
2. The family meets the qualification requirements for Vouchers provided by HUD to serve a targeted population, and the Authority is accepting applications from qualified applicants.

When a Mod Rehab family is subject to involuntary displacement or the imposition of an excessive rent burden because the HAP Contract for their unit has been terminated by the Authority for reasons unrelated to the conduct of the family, the family will be permitted to:

1. Move to another Mod Rehab unit within the same property; or, if none is available,
2. Move to another Authority Mod Rehab unit; or, if none is available,
3. Receive a Housing Choice Voucher. The offer of a Housing Choice Voucher is subject to the availability of a voucher for which the family is otherwise qualified. Other provisions of this Plan regarding the order of selection will not apply.

When a Mod Rehab family is subject to involuntary displacement or the imposition of an excessive rent burden because the HAP contract for their unit or the project has been terminated or not been renewed by the owner for reasons unrelated to the conduct of the family, and the family still needs assisted housing, the family will receive a housing voucher as a continually assisted family and a special admission. A Mod Rehab family will not be permitted to receive a Voucher if they have been terminated from the Mod Rehab Program.

C. Rent Increases

Rent increases will be monitored on a per contract basis. The owner must give proper written notice to the tenant and the Authority. Annual increases will be calculated based on Mod Rehab program regulations. Properties that are eligible for renewal are not eligible to receive rent

increases. Mod Rehab contracts that are still in the initial period of contract are eligible to request rent increases when requested in writing prior to the anniversary date of the contract.

D. Vacancy Loss Claims

Vacancy loss claims will be processed per HUD regulations in force at the time of the vacancy and the contract. Proper documentation of HHA verified vacancies must be submitted in the month following the vacancy in order for vacancy claims to be honored.

E. Law Enforcement and Security Personnel

Mod Rehab assistance may be offered to police officers and other security personnel who are otherwise eligible for assistance. The owner must apply to the HUD Field Office for authorization to house over-income police officers and other security personnel. The Authority will process such referrals from HUD.

VIII. Determining Income and Rent

A. Annual Income 24 CFR § 5,609

HHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Excluded Income 24 CFR § 5.609

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

(See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.)
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for

purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the HHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HHA;
9. Temporary, non-recurring, or sporadic income (including gifts);
 10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
 12. Adoption assistance payments in excess of \$480 per adopted child;
 13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the HHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - b. During the 12 month period beginning when the member first qualifies for a disallowance, the HHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the

income increase shall be excluded.

- c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - d. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
 15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
 17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 42 USC 5044 (g), 5088

Examples of programs under this Act include but are not limited to:

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
 - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)
 - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e
 - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 USC 8624 (f)

- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act; 29 USC 1552 (b)
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 25 USC 1407-08, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and 25 USC 117b, 1407
- i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. 20 USC 1087 uu
 - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- j. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)
 - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- k. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- l. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. 96-420,94 Stat. 1785
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 USC 9858q
- n. Earned income tax credit refund payments received on or after January 1, 1991 26 USC 32 (j)
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- s. Allowances, earnings, and payments to individuals participating in programs under the

Workforce Investment Act of 1998.

C. Anticipating Annual Income 24 CFR § 5.609(d)

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income (24 CFR § 5.611)

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions:

For All Families

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by HHA when the expense is incurred to permit education or to seek employment.
2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
3. **Work-related Disability Expenses/Disability Assistance Allowance** — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For elderly and disabled families only:

4. **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including

insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by HHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
- b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

5. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.

E. Computing Income-based Rent 24 CFR § 5.628

1. Total Tenant Payment (TTP)

- a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement.

2. Total Tenant Payment (income-based rent) is the higher of:

- **30% of adjusted monthly income;**
or
- **10% of monthly income;**
but never less than the
- **Minimum Rent of \$50.**

3. Tenant rent

- a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
- b. In developments where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. **24 CFR § 5.634**

4. Rent to Landlord

- a. Rent to landlord is the greater of:

- The Payment Standard less the landlord’s Housing Assistance Payment; or.
- The Gross Rent less the landlord’s Housing Assistance Payment

5. Minimum Rent

The Minimum Rent shall be \$50 per month.

6. Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

- a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
 - b. The family would be evicted as result of the imposition of the minimum rent requirements;
 - c. The income of the family has decreased because of changed circumstances, including loss of employment;
 - d. A death in the family has occurred;
7. Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.
 - 8.

IX. Definitions of Terms Used in This Administrative Plan

1. Applicant – an individual or a family that has applied for admission to housing.
2. Area of Operation - Jurisdiction of HHA as described in state law and HHA’s Articles of Incorporation: the City of Houston and the area five miles beyond its borders that is not under the jurisdiction of another housing authority.
3. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” See the definition of Net Family Assets, for assets used to compute annual income. 24 CFR § 5.603
4. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. 24 CFR § 8.3
5. Care attendant - a person that regularly visits the apartment of an HCV participant to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by HHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.

6. Citizen – Citizen (by birth or naturalization) or national of the United States. 24CFR § 5.504
7. Co-head of household – One of two persons held responsible and accountable for the family.
8. Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self sufficiency program as a condition for such assistance.
9. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control. 24 CFR § 5.A
10. Dating Violence – for purposes of interpreting the Violence Against Women Act , Violence committed by a person:

Who is or has been in a social relationship of a romantic or intimate nature with the victim;
and

Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
11. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. 24 CFR § 5.603
12. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. 24 CFR § 5.603
13. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.
14. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. 24 CFR § 5.403
15. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets 24 CFR § 5.603 in this section.)
16. Domestic Violence: for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse

of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

17. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. 24 CFR § 5.A
18. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. 24 CFR § 5.603
19. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. 24 CFR § 5.403
20. Elderly Person - A person who is at least 62 years of age. 42 USC 1437a(b)(3)
21. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. 24 CFR § 50508
22. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a HHA lease.
23. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.
24. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in the HHA's HCV housing; OR two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in the HHA's HCV housing.

The term family also includes: elderly family (Definition #18), near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, or a kinship care arrangement (Definition #33). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. 24 CFR §§ 5 and 960

25. Live-in Aides (Definition #26) may also be considered part of the applicant family's household. However, live-in aides are not family members (even if related) and have no rights as “remaining family members”.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as “remaining family members”.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

26. Foster Adult – An adult (usually a person with disabilities) who is placed in someone’s home by a governmental agency so the family can help with his/her care. Foster adults may be members of HHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.
27. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. 24 CFR 5.603
28. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. 24CFR § 5.A
29. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
30. Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.
31. Imputed Welfare Income – The amount of Annual Income by which a resident’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. 24 CFR § 5.615(b)
32. Individual with Disabilities, Section 504 definition 24 CFR § 8.3

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of “Person with Disabilities” as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”.

Individual with disabilities means any person who has:

A physical or mental impairment that:

- substantially limits one or more major life activities;
- has a record of such an impairment; or

is regarded as having such an impairment.

For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

Definitional elements:

—“physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if HHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of HHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

33. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records provided directly by the school or medical practitioner to the HHA. School applications submitted by the family are not considered adequate verification of kinship care.

34. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services 24 CFR 5.403

A family member, including one already living in the family can qualify as a live-in aide.

Before admitted a live-in aide to an HCV family, HHA shall verify through a qualified medical practitioner:

- a. That the person requesting the live-in aide meets the definition in the Section of “individual with a disability; and
- b. The live-in aide is needed because of the family member’s disability; and
- c. That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with a disability needs.
- d. At no time will HHA request information related to the nature, extent, diagnosis or treatment of an HCV participant.

35. There are 3 categories of Local Preferences. They are hierarchic and are not aggregated.

First Preference: Continuously Assisted Families

The highest preference is given to families that:

- a. are being relocated from the Authority’s public housing properties that are being demolished or undergoing substantial capital improvements, modernization, or rehabilitation; or
- b. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled; or
- c. are receiving assistance in a Section 8 SRO program and the owner of the program intends to opt out, not renew, or reduce the program size.

A family qualifies for one of these preferences when they receive notice that they will have to move for one of the three reasons cited above. These three categories have equal weight and eligible families will be issued vouchers in an order based on date on which they receive notice to move.

Second Preference: Homeless individuals who would have qualified for SRO housing

The second preference for admission is for persons who would otherwise have qualified for

formerly available SRO housing. The number of people awarded this preference will not exceed the number of SRO slots lost because SRO owners fail to renew or reduce contract size. The purpose of this preference is to insure that no fewer than the number of individuals who would have qualified for SRO housing receive vouchers

Third Preference: Families displaced by natural disaster

The third preference for admission is given to families that were victims of a natural disaster in an area that was declared a natural disaster area by the President within 90 days from the date of the family's application. Families that qualify for these preferences will be selected from the waiting list based on the date and time of the family's application.

36. Lower-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. 42 USC 1437a(b)
37. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income. 24 CFR § 5.603
38. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".
39. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. 24 CFR § 5.504
40. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. 24 CFR § 8.3
41. National – A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession or birth in a foreign country to parents who are US citizens. 24 CFR § 5.504
42. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. 24 CFR § 5.403
43. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability 42 USC 1437a(b)(3)
44. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: 24 CFR § 5.603

Real property (land, houses, mobile homes)

Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)

Cash value of whole life insurance policies

Stocks and bonds (mutual funds, corporate bonds, savings bonds)

Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms

45. Other Person Under the Resident’s Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not “under the resident’s control”. 24CFR § 5.A
46. Person with disabilities² 42 USC 1437a(b)(3) means a person³ who —
- a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423** ; or,
 - b. Has a physical or mental impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
 - c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).
- This is the definition that is used for eligibility and granting deductions for rent.
47. Refusal of Housing – An applicant’s choice not to accept a HHA offer of housing without good cause.
48. Rejection for Housing – HHA’s determination not to accept an applicant either because of ineligibility or failing applicant screening.
49. Remaining Family Member - A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

² NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

³ A person with disabilities may be a child

50. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the HHA can demonstrate would result in a fundamental alteration in its nature.
- a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the HHA.
 - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the HHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. **24 CFR § 8.3**
51. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
52. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
53. Spouse - Spouse means the husband or wife of the head of the household.
54. Stalking - for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.
55. Tenant Rent - The amount payable monthly by the Family as rent to HHA. If all utilities (except telephone) and other essential housing services are supplied by the HHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the HHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance 24 CFR § 5.6.
56. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:
 The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. 24 CFR §5.6 See definition for Tenant Rent

57. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).
58. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility 24 CFR § 965.473
59. Utility Reimbursement - Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.
60. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.
61. Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
62. Work Activities – As used in the HUD definitions at 24 CFR § 5.603 the term work activities means:
 - a. Unsubsidized employment;
 - b. Subsidized private sector employment;
 - c. Subsidized public sector employment;
 - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - e. On-the-job training;
 - f. Job search and job readiness programs;
 - g. Community service programs;
 - h. Vocational educational training (< 12 months)
 - i. Job skills training directly related to employment;
 - j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
 - k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;
 - l. The provision of child care services to an individual who is participating in a community service program.

HOUSTON HOUSING AUTHORITY

TABLE LIBRARY

**PHA PLAN
TABLE LIBRARY**

Component 7

**Capital Fund Program Annual Statement
Parts I, II and III**

Annual Statement

Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: (2009)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated
1	Total Non-CGP Funds	
2	1406 Operations	493,339
3	1408 Management Improvements	50,000
4	1410 Administration	548,107
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	350,000
8	1440 Site Acquisition	
9	1450 Site Improvement	243,997
10	1460 Dwelling Structures	2,574,761
11	1460.1 Dwelling Equipment-Nonexpendable	
12	1465.1 Dwelling Equipment-Nonexpendable	0
13	1470 Nondwelling Structures	
14	1475 Nondwelling Equipment	
15	1485 Demolition	
16	1490 Replacement Reserve	
17	1492 Moving to Work Demonstration	
18	1495.1 Relocation Costs	202,780
19	1498 Mod Used for Development	0
20	1501 CFFP Debt Services	1,018,088
21	Amount of Annual Grant (Sum of lines 2-18)	5,481,072
22	Amount of line 19 Related to LBP Activities	40,000
23	Amount of line 19 Related to Section 504	1,272,231
24	Amount of line 19 Related to Security	66,550
24	Amount of line 19 Related to Energy Conservation	60,000

Page 1

Table Library

Annual Statement
 Capital Fund Program (CFP) Part II: Supporting Table

05-23-08

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
TX5002 / Kelly Village			
	A & E Services	1430	50,000
	Site work - concrete	1450	60,000
	Accessible path	1450	72,596
	Landscaping	1450	60,000
	Site work	1450	5,000
	Street repair / Sidewalk repair	1450	20,884
	Davis Bacon monitoring	1460	60,000
	Construction Management	1460	60,000
	Construction Coordinator I	1460	52,000
	Foundation repair for AMC Building	1460	80,000
	Resilient floor replacement	1460	71,400
	Asbestos Abatement	1460	40,000
	Kitchen cabinets	1460	60,000
	Demolition	1460	10,000
	New interior framing/drywall	1460	50,000
	Interior walls painting	1460	59,500
	New vanities	1460	17,000
	Electrical repairs	1460	50,000
	Plumbing line/fixture replacement	1460	50,000
	MEP upgrades	1460	66,103
	Gas Heater Replacement	1460	25,380
	Exterior doors	1460	60,000
	Interior doors	1460	42,257
	New pitched roofs	1460	78,369
	New porches/facades	1460	26,430
	Masonry cleaning/porch/repairs	1460	50,000
	Entry doors/hardware	1460	50,500
	Window Replacements	1460	83,600
	New security window screens	1460	45,300
	Security screen doors	1460	50,000
	New hardwired smoke detectors	1460	20,000
	New range/ovens, refrigerators	1460	43,000
	Relocation	1495.1	31,750
	Relocation Administration	1495	70,470
	Total		1,671,539
TX 5016 Kennedy Place			
	A/E Services	1430	40,000
	Davis Bacon Monitoring	1460	60,000
	Construction Management	1460	60,000
	Construction Coordinartor -I	1460	52,000
	New Roof	1460	80,000
	Exterior Siding/	1460	137,530
	Relocation Administration	1495	70,470
	Total		500,000
TX 5044 Lyerly			
	A/E Services	1430	180,000
	Construction Coordinartor -I	1460	20,000
	Total		200,000

Table Library

Annual Statement
 Capital Fund Program (CFP) Part II: Supporting Table

05-23-08

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
504 Requirements			
	CUNEY (NEW CONVERSION)		
	A & E Services	1430	21,132
	Site work	1450	52,830
	Davis Bacon Monitoring	1460	3,538
	Construction Management	1460	6,575
	Construction Coordinator I	1460	13,736
	Unit Conversion (3)	1460	158,392
	Relocation	1495-1	2,642
	Relocation Administration	1495	5,307
	KENNEDY (NEW CONVERSION)		
	A & E Services	1430	42,264
	Site work	1450	105,660
	Davis Bacon Monitoring	1460	7,076
	Construction Management	1460	13,149
	Construction Coordinator I	1460	27,472
	Unit Conversion (3)	1460	316,783
	Relocation	1495-1	5,283
	Relocation Administration	1495	10,614
	IRVINTON (NEW CONVERSION)		
	A & E Services	1430	7,547
	Site work	1450	41,509
	Davis Bacon Monitoring	1460	1,264
	Construction Management	1460	2,348
	Construction Coordinator I	1460	4,906
	Unit Conversion (3)	1460	56,568
	Relocation	149-1	943
	Relocation Administration	1495	1,895
	EWING (NEW CONVERSION)		
	A & E Services	1430	9,057
	Davis Bacon Monitoring	1460	1,516
	Construction Management	1460	2,818
	Construction Coordinator I	1460	5,887
	Unit Conversion (3)	1460	67,882
	Relocation	1495-1	1,132
	Relocation Administration	1495	2,274
	Total		\$1,000,000

Page 3

Table Library

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

05-23-08

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
TX 5012 Oxford Place	CFFP Debt Services-committed to Oxford	1501	775,679
TX 5011 Lincoln Park	Lincoln Park- Construction Costs	1460	0
TX 5011 Lincoln Park	Interest to be paid to Amegy Bank	1501	242,409
	Total		1,018,088
Housing Authority Wide Activities			
<i>Operations</i>	Extra ordinary maintenance repair at various developments		
	Bellerive-Elevator Upgrade	1406	80,000
	Lyerly- Elevator Upgrade	1406	80,000
	Public Housing Operations (deficit funding)	1406	
	Victory	1406	156,339
	Fulton	1406	107,000
	lincoln Park	1406	35,000
	Oxford	1406	35,000
	Sub-Total		493,339
<i>Management Improvements</i>			
	Computer equipment upgrade	1408	50,000
	Sub-Total		50,000
	<i>Administration(10% of CFP)</i>	1410	548,107
	Sub-Total		548,107
	Total		\$1,091,446

Table Library

**Annual Statement
Capital Fund Program (CFP) Part III: Implementation Table**

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
TX5005/ Kelly Village	06/30/11	06/30/13
TX005012 Oxford	06/30/11	06/30/13
TX005011 Lincoln Park	06/30/11	06/30/13
TX005044 Lyerly	06/30/11	06/30/13
TX005016 Kennedy	06/30/11	06/30/13

Page 5

Table Library

HOUSTON HOUSING AUTHORITY

CAPITAL FUND PROGRAM

FIVE-YEAR ACTION PLAN

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name		Original 5-Year Plan				
Houston Housing Authority		Revision No:				
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5	
		FFY Grant: 2010 PHA FY: 2010	FFY Grant: 2011 PHA FY: 2011	FFY Grant: 2012 PHA FY: 2012	FFY Grant: 2013 PHA FY: 2013	
	Annual Statement					
TX 5001 - 5001A Cuney				\$553,766	\$519,136	
TX 5044 Lyerly			\$1,000,000			
TX Kelly Village		\$1,506,102	1,506,102			
TX5016 Kennedy Place		\$553,766	\$553,766	\$2,609,992	\$2,644,622	
504 Requirements		\$1,000,000				
TX5011 Lincoln Park Debt Service		\$554,079	\$554,079	\$450,189	\$450,189	
TX5012 Oxford Place Debt Service		\$775,679	\$775,679	\$775,679	\$775,679	
HA-Wide		\$1,091,446	\$1,091,446	\$1,091,446	\$1,091,446	
Total CFP Funds (Est.)		\$5,481,072	\$5,481,072	\$5,481,072	\$5,481,072	
Total Replacement Housing Factor Funds						

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for	Activities for Year : <u> 2 </u>			Activities for Year: <u> 3 </u>		
Year 1	FFY Grant: 2010			FFY Grant: 2011		
	PHA FY: 2010			PHA FY: 2011		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	TX5002 Kelly Village	A & E Services	139,928	TX5002 Kelly Village	A & E Services	\$139,928
		Davis Bacon Monitoring	13,646		Davis Bacon Monitoring	13,646
		Construction Management	25,587		Construction Management	25,587
		Construction Coordinator I	52,000		Construction Coordinator I	52,000
Annual		Landscaping	8,500		Landscaping	8,500
Statement		Grading and drainage improvement	57,500		Grading and drainage	57,500
		Paving	25,000		Paving	25,000
		Sidewalks/street	10,673		Sidewalks/street	10,673
		Site lighting improvements	20,000		Site lighting improvements	20,000
		Clothesline poles	8,000		Clothesline poles	8,000
		Site water improvements	14,374		Site water improvements	14,374
		Kitchen cabinet repairs/replacement	32,500		Kitchen cabinet	32,500
		Lead/Asbestos abatement	86,884			
		Resilient floor replacement	71,400		Resilient floor replacement	71,400
		Interior painting	59,500		Abatement (Lead/Asbestos)	86,884
		New vanities	17,000		Interior painting	59,500
		Electrical repairs	49,148		New vanities	17,000
		Plumbing line/fixture replacement	98,000		Electrical repairs	49,148
		MEP upgrades	96,153		Plumbing line/fixture	98,000
		Gas Heater Replacement	50,000		MEP upgrades	96,153
		Exterior doors	15,000		Gas Heater Replacement	50,000
		Interior doors	19,124		Exterior doors	15,000
		New pitched roofs	77,369		Interior doors	19,124
		New porches/facades	83,132		New pitched roofs	77,369
		Masonry cleaning/porch/repairs	50,000		New porches/facades	83,132
		Entry doors/hardware	50,500		Masonry cleaning/porch/repairs	50,000
		Demolition	20,000		Entry doors/hardware	50,500
		New framing/drywall	68,317		Demolition	20,000

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for	Activities for Year : <u> 2 </u>			Activities for Year: <u> 3 </u>		
Year 1	FFY Grant: 2010 PHA FY: 2010			FFY Grant: 2011 PHA FY: 2011		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
		Window Replacements	47,153		New framing/drywall	68,317
		New security window screens	35,594		Window Replacements	47,153
		Security screen doors	21,250		New security window screens	35,594
		New hardwired smoke detectors	7,650		Foundation repair	0
		New range/ovens, refrigerators	23,000		Security screen doors	21,250
		Relocation	31,750		New hardwired smoke	7,650
		Relocation Administration	20,470		Relocation Administration	20,470
	Subtotal		1,506,102		New range/ovens, refrigerators	23,000
					Relocation	31,750
				Subtotal		\$1,506,102
	504 Requirements					
		CUNEY		TX 5044-Lyerly		
		A & E Service	42,264		A & E Services	40,000
		Davis Bacon Monitoring	7,076		Davis Bacon Monitoring	2,780
		Construction Management	13,149		Construction Management	5,166
		Construction Coordinator I	27,472		Construction Coordinator I	10,793
		Site Work	105,660		Roof Replacement	120,000
		Unit Conversion & Modification	329,783		Exterior Weatherproofing	817,092
		Relocation	5,283		Relocation Administration	4,169
		Relocation Administration	10,614	Subtotal		1,000,000
		FOREST GREEN				
		A & E Service	16,604	TX50016 Kennedy Place		
		Davis Bacon Monitoring	2,780		A & E Services	80,000
		Construction Management	5,166		Davis Bacon Monitoring	6,823
		Construction Coordinator I	10,793		Construction Management	12,794
		Site Work	44,509		Construction Coordinator I	26,000
		Unit Conversion & Modification	92,209		Replace sheetrock	100,000
		Relocation	2,075		Replace kitchen cabinets	50,000
		Relocation Administration	4,169		Replace floor tiles	30,000

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for	Activities for Year : <u> 2 </u>			Activities for Year: <u> 3 </u>		
Year 1	FFY Grant: 2010 PHA FY: 2010			FFY Grant: 2011 PHA FY: 2011		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
		KENNEDY			Replace appliances	15,000
		A & E Service	21,132		Paint	20,000
		Davis Bacon Monitoring	2,538		Replace doors/interior/exterior	20,000
		Construction Management	6,575		Replace windows	50,000
		Construction Coordinator I	13,736		MEP upgrade	112,914
		Site Work	52,830		Relocation	20,000
		Unit Conversion & Modification	175,634		Relocation Administration	10,235
		Relocation	2,642	Subtotal		553,766
		Relocation Administration	5,307			
		Total	1,000,000			
	TX50016 Kennedy Place					
		A & E Services	80,000			
		Davis Bacon Monitoring	6,823			
		Construction Management	12,794			
		Construction Coordinator I	26,000			
		Replace sheetrock	100,000			
		Replace kitchen cabinets	50,000			
		Replace floor tiles	30,000			
		Replace appliances	15,000			
		Paint	20,000			
		Replace doors/interior/exterior	20,000			
		Replace windows	50,000			
		MEP upgrade	112,914			
		Relocation	20,000			
		Relocation Administration	10,235			
		Subtotal	553,766			

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for	Activities for Year : <u> 2 </u>			Activities for Year: <u> 3 </u>		
Year 1	FFY Grant: 2010 PHA FY: 2010			FFY Grant: 2011 PHA FY: 2011		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
	TX5011 Lincoln Park	Debt service	554,079	TX5011 Lincoln Park	Debt service	554,079
	TX5012 Oxford Place	Debt service	775,679	TX5012 Oxford Place	Debt service	775,679
	HA Wide Activities	<i>Operations</i>				
		Extra ordinary maintenance work		HA Wide Activities	<i>Operations</i>	
		Pneumatic Gas Testing	120,000		Extra ordinary maintenance	
	Public Housing Operations (deficit funding)				Pneumatic Gas Testing	120,000
		Victory	150,000	Public Housing Operations (deficit funding)		
		Fulton	100,000		Victory	125,000
		Lincoln	61,670		Fulton	125,000
		Oxford	61,670		Lincoln	61,670
	Sub-Total		373,339		Oxford	61,670
	<i>Management Improvements</i>			Sub-Total		373,339
		Computer equipment upgrade	50,000	<i>Management</i>		
					Computer equipment upgrade	50,000
	<i>Administration</i>	<i>Administration(10% of CFP)</i>	548,107			
	Total CFP Estimated Cost		1,091,446	<i>Administration</i>	<i>Administration(10% of CFP)</i>	548,107
				Total CFP Estimated Cost		1,091,446

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for	Activities for Year: <u> 4 </u>			Activities for Year: <u> 5 </u>		
	FFY Grant: 2012			FFY Grant: 2013		
	PHA FY: 2012			PHA FY: 2013		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	TX5016 Kennedy Place	A & E Services	200,000	TX5016 Kennedy Place	A & E Services	\$200,000
		Davis Bacon Monitoring	30,000		Wage Monitoring Admin.	30,000
		Construction Management	60,000		Construction Coordinator	60,000
		Construction Coordinator I	52,000		Construction Coordinator I	52,000
Annual		Landscaping	50,000		Landscaping	8,500
Statement		Grading and drainage improvement	57,500		Grading and drainage	57,500
		Paving	125,000		Paving	125,000
		Sidewalks/street	120,000		Sidewalks/street	120,000
		Site lighting improvements	120,000		Site lighting improvements	120,000
		Clothesline poles	10,000		Clothesline poles	10,000
		Site water improvements	80,000		Site water improvements	80,000
		Kitchen cabinet repairs/replacement	50,000		Kitchen cabinet	50,000
		Lead/Asbestos abatement	50,000			
		Resilient floor replacement	71,400		Resilient floor replacement	71,400
		Interior painting	59,500		Abatement (Lead/Asbestos)	50,000
		New vanities	17,000		Interior painting	59,500
		Electrical repairs	149,148		New vanities	17,000
		Plumbing line/fixture replacement	175,817		Electrical repairs	149,149
		MEP upgrades	110,000		Plumbing line/fixture replacement	175,817
		Gas Heater Replacement	25,000		MEP upgrades	130,000
		Exterior doors	30,000		Gas Heater Replacement	25,000
		Interior doors	40,000		Exterior doors	30,000
		New pitched roofs	178,369		Interior doors	40,000
		New porches/facades	150,000		New pitched roofs	178,369
		Masonry cleaning/porch/repairs	50,000		New porches/facades	150,000

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for	FFY Grant: 2012	FFY Grant: 2013
Activities for Year: 4	PHA FY: 2012	PHA FY: 2013
	FFY Grant: 2012	FFY Grant: 2013
	PHA FY: 2012	PHA FY: 2013
Development Name/Number	Major Work Categories	Estimated Cost
Development Name/Number	Major Work Categories	Estimated Cost

Entry doors/hardware	50,500	50,500	Masonry cleaning/porch/repairs	50,000
Demolition	50,000	50,000	Entry doors/hardware	50,500
New framing/drywall	139,360	139,360	Demolition	50,000
Window Replacements	83,600	83,600	New framing/drywall	139,360
New security window screens	45,300	45,300	Window Replacements	83,600
Security screen doors	21,250	21,250	New security window screens	45,300
New hardwired smoke detectors	74,263	74,263	Security screen doors	21,250
New range/ovens, refrigerators	43,000	43,000	New hardwired smoke detectors	74,263
Relocation	31,750	31,750	New range/ovens, refrigerators	43,000
Relocation Administration	10,235	10,235	Relocation	31,750
Subtotal	2,609,992	2,609,992	Relocation Administration	10,235
			New range/ovens, refrigerators	43,000
			Relocation	31,750
			Subtotal	52,644,622

TX 5001/5001A	Cuney Homes		TX5001/5001 A	Cuney Homes	
A & E Services	80,000	80,000	A & E Services	80,000	
Davis Bacon Monitoring	6,823	6,823	Davis Bacon Monitoring	6,823	
Construction Management	12,794	12,794	Construction Management	12,794	
Construction Coordinator I	26,000	26,000	Construction Coordinator I	26,000	
Replace sheetrock	100,000	100,000	Replace sheetrock	65,370	
Replace kitchen cabinets	50,000	50,000	Replace kitchen cabinets	50,000	
Replace floor tiles	30,000	30,000	Replace floor tiles	30,000	
Replace appliances	15,000	15,000	Replace Appliances	15,000	
Paint	20,000	20,000	Paint	20,000	
Replace doors/interior/exterior	20,000	20,000	Replace doors/interior/exterior	20,000	
Replace windows	50,000	50,000	Replace windows	50,000	
MEP upgrade	112,914	112,914	MEP upgrade	112,914	

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for	Activities for Year : <u> 4 </u>			Activities for Year: <u> 5 </u>		
	FFY Grant: 2012 PHA FY: 2012			FFY Grant: 2013 PHA FY: 2013		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
		Relocation	20,000		Relocation	20,000
		Relocation Administration	10,235		Relocation Administration	10,235
	Subtotal		553,766	Subtotal		519,136
	TX5011 Lincoln Park	Debt service	450,189	TX5011 Lincoln Park	Debt service	450,189
	TX5012 Oxford Place	Debt service	775,679	TX5012 Oxford Place	Debt service	775,679
	HA Wide Activities	<i>Operations</i>		HA Wide Activities	<i>Operations</i>	
		Extra ordinary maintenance work			Extra ordinary maintenance work	
		Cuney Homes	80,000		Wilmington House	120,000
		Wilmington	20,000	Public Housing Operations		
		Bellerive	10,000		Victory	100,000
		Ewing	5,000		Fulton	75,000
		Victory	5,000		Lincoln	86,670
	Subtotal		120,000		Oxford	111,670
	Public Housing Operations			Sub-Total		373,339
		Victory	75,000			
		Fulton	75,000	<i>Management</i>		
		Lincoln	111,670		Computer equipment upgrade	50,000
		Oxford	111,670			
	Sub-Total		373,339	<i>Administration</i>	<i>Administration(10% of CFP)</i>	548,107
				Total CFP Estimated		1,091,446
	<i>Management Improvements</i>					
		Computer equipment upgrade	50,000			
	<i>Administration</i>	<i>Administration(10% of CFP)</i>	548,107			
	Total CFP Estimated		1,091,446			

HOUSTON HOUSING AUTHORITY

ANNUAL STATEMENT

PERFORMANCE

&

EVALUATION

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF)
Part I: Summary

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Grant Number TX24005501-05		Federal FY of Grant: 2005	
___ Original Annual Statement Reserve for Disasters/Emergencies		___ Revised Annual Statement/Revision Number			
<input checked="" type="checkbox"/> Performance & Evaluation Report for Program Year Ending 06/30/08		<input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CFP Funds				
2	1406 Operations	400,000.00	400,000.00	400,000.00	400,000.00
3	1408 Management Improvements	105,000.00	105,000.00	105,000.00	105,000.00
4	1410 Administration	503,800.00	503,800.00	503,800.00	503,800.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	200,000.00	301,809.15	301,809.15	301,809.15
8	1440 Site Acquisition				
9	1450 Site Improvements	624,530.00	465,602.32	465,602.32	465,602.32
10	1460 Dwelling Structures	2,534,007.00	3,001,843.54	3,001,843.54	3,001,843.54
11	1465 Dwelling Equipment	27,200.00	0.00	0.00	0.00
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Cost	65,811.00	44,758.11	44,758.11	44,758.11
18	1498 Mod Used for Development				
19	1501 CFFP Debt Services	1,382,258.00	1,019,792.88	1,019,792.88	1,019,792.88
20	Amount of Annual Grant (Sum of lines 2-19)	5,842,606.00	5,842,606.00	5,842,606.00	5,842,606.00
21	Amount of line 20 Related LBP Activities	45,270.00	42,270.00	42,270.00	42,270.00
22	Amount of line 20 Related to Section 504 Compliance	1,050,000.00	886,859.00	886,859.00	776,631.00
23	Amount of line 20 Related to Security	88,710.00	88,710.00	88,710.00	88,710.00
24	Amount of line 20 related to Energy Conservation Measures	60,000.00	60,000.00	60,000.00	60,000.00

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFRHF)**

Part II: Supporting Pages

PHA Name:	Houston Housing Authority		Grant Type and Number	Capital Fund Program Grant No. TX24005501-05		Federal FY of Grant: 2005		
	Development Number	General Description of Major Work Categories		Dev. Acct No.	Total Estimated Cost			
					Revised		Obligated	
TX5002/		Kelly Village A & E Services		1430	1430	143,592.80	143,592.80	100% completed
				1450	1450	7,000.00	7,000.00	100% completed
		Grading & drainage improvement		1450	1450	7,000.00	7,000.00	100% completed
		Paving		1450	1450	95,900.00	95,900.00	100% completed
		Sidewalks		1450	1450	20,000.00	20,000.00	100% completed
		Site lighting improvements		1450	1450	20,000.00	20,000.00	100% completed
		Clothes line poles		1450	1450	3,200.00	3,200.00	100% completed
		Site water improvements		1450	1450	5,750.00	7,750.00	100% completed
		Abatement (lead/asbestos)		1450	1450	9,280.00	9,280.00	100% completed
		Kitchen cabinet replacement		1460	1460	33,000.00	33,000.00	100% completed
		Tub repair replacement		1460	1460	6,800.00	6,800.00	100% completed
		Resilient floor replacement		1460	1460	28,560.00	28,560.00	100% completed
		Demolition (interior walls)		1460	1460	30,000.00	30,000.00	100% completed
		New interior framing		1460	1460	108,287.00	128,287.00	100% completed
		Interior wall & painting		1460	1460	110,442.00	119,132.53	100% completed
		New vanities		1460	1460	6,800.00	6,800.00	100% completed
		Electrical repairs		1460	1460	150,000.00	150,000.00	100% completed
		Plumbing lines/fixtures replacement		1460	1460	150,000.00	150,000.00	100% completed
		MEP upgrade		1460	1460	30,000.00	30,000.00	100% completed
		Gas heater replacement		1460	1460	20,000.00	20,000.00	100% completed
		Exterior doors		1460	1460	6,000.00	6,000.00	100% completed
		Interior doors		1460	1460	7,650.00	7,650.00	100% completed
		New pitched roofs		1460	1460	231,319.00	174,212.00	100% completed
		New porches/facade		1460	1460	118,927.00	118,927.00	100% completed
		Masonry cleaning		1460	1460	20,000.00	20,000.00	100% completed
		Entry door/hardware		1460	1460	4,200.00	4,200.00	100% completed
		Window replacement		1460	1460	73,440.00	73,440.00	100% completed
		New security window screens		1460	1460	18,120.00	18,120.00	100% completed
		Foundation repair		1460	1460	2,500.00	2,500.00	100% completed
		Security screen doors		1460	1460	8,500.00	8,500.00	100% completed
		New hardwired smoke detectors		1460	1460	3,060.00	3,060.00	100% completed
		New laundry building		1460	1460	56,402.00	56,402.00	100% completed
		New range/oven/refrigerators		1465	1465	27,200.00	0.00	0.00 N/A
		Relocation		1495	1495	35,811.00	3,470.00	100% completed
		Total				1,531,548.00	1,509,183.33	1,509,183.33

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

Part II: Supporting Pages

PHA Name:	Houston Housing Authority		Grant Type and Number	Capital Fund Program Grant No.: TX24005501-05		Federal FY of Grant: 2005
	Development Number	General Description of Major Work Categories		Dev. Acct No.	Quantity	
Various Housing						
	504 Requirements					
Authority Wide	A&E services		35	80,000.00	150,095.55	150,095.55 100% complete
	Site work		35	200,000.00	80,731.50	80,731.50 100% complete
	Unit conversion to handicap units		35	710,000.00	625,313.79	625,313.79 100% complete
	Relocation		35	10,000.00	30,718.11	30,718.11 100% complete
	Subtotal			1,000,000.00	886,858.95	886,858.95
Housing	Extraordinary maintenance		1460	120,000.00	0.00	0.00 N/A
Authority Wide	repair at various developments					
	Subtotal			120,000.00	0.00	0.00
Repairs						
	TX5012 Oxford Place CFFP Debt Services		1501	782,258.00	1,014,487.88	1,014,487.88 100% complete
	TX5011 Lincoln Park- Construction Costs		1460	0.00	651,800.00	651,800.00 100% complete
	TX5011 Lincoln Park CFFP Debt Services		1501	600,000.00	5,305.00	5,305.00 100% complete
	Subtotal			1,382,258.00	1,671,592.88	1,671,592.88
Housing						
Authority Wide	Operations		1406			
	Public Housing operation (deficit funding)		1406	150,000.00	150,000.00	150,000.00 100% complete
Activities	Resident Service Program		1406	250,000.00	250,000.00	250,000.00 100% complete
	Subtotal			400,000.00	400,000.00	400,000.00
Repairs						
	Management Improvements		1408			
	Maintenance/Management vehicle		1408	65,000.00	65,000.00	65,000.00 100% complete
	Resident Council Training		1408	5,000.00	5,000.00	5,000.00 100% complete
	Computer equipment upgrade		1408	15,000.00	15,000.00	15,000.00 100% complete
	Staff & Mgmt Training		1408	10,000.00	10,000.00	10,000.00 100% complete
	(GASB & Tax Credit) Finance staff training		1408	2,500.00	2,500.00	2,500.00 100% complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No TX24005501-05 Replacement Housing Factor Grant No			Federal FY of Grant: 2005			
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
	Training (Public Housing Mgrs)	1408	1 s	7,500.00	7,500.00	7,500.00	7,500.00	100% completed
	Subtotal			105,000.00	105,000.00	105,000.00	105,000.00	
	<i>Administration</i>	1410	1 s	503,800.00	503,800.00	503,800.00	503,800.00	100% completed
	Subtotal			503,800.00	503,800.00	503,800.00	503,800.00	
	Total			1,008,800.00	1,008,800.00	1,008,800.00	1,008,800.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No: TX24CFP0500102 Replacement Housing Factor No:					Federal FY of Grant: 2005
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Fund Expended (Quarter Ending Date)			Reason for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TX5002/ Kelly Village	30-Jun-07		30-Jun-07	30-Jun-08		30-Jun-08	
TX5006/ Clayton Homes	30-Jun-07		30-Jun-07	30-Jun-08		30-Jun-08	
504 Requirements	30-Jun-07		30-Jun-07	30-Jun-08		30-Jun-08	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF)
Part I: Summary

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Grant Number TX24005501-06		Federal FY of Grant: 2006	
Original Annual Statement Reserve for Disasters/Emergencies		Revised Annual Statement/Revision Number <u>2</u>			
<input checked="" type="checkbox"/> Performance & Evaluation Report for Program Year Ending 06/30/08		<input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CFP Funds				
2	1406 Operations	520,000.00	520,000.00	520,000.00	140,694.68
3	1408 Management Improvements	105,000.00	105,000.00	105,000.00	644.00
4	1410 Administration	503,800.00	503,800.00	503,800.00	2,088.35
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	219,928.00	423,681.79	423,681.79	24,674.79
8	1440 Site Acquisition				
9	1450 Site Improvements	304,074.00	294,528.00	294,528.00	0.00
10	1460 Dwelling Structures	2,357,453.00	2,142,320.28	2,142,320.28	940,774.44
11	1465 Dwelling Equipment	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Cost	41,750.00	10,040.93	10,040.93	10,040.93
18	1498 Mod Used for Development				
19	1501 CFFP Debt Services	1,012,819.00	1,215,087.76	1,215,088.00	789,585.39
20	Amount of Annual Grant (Sum of lines 2-19)	5,064,824	5,214,459	5,214,459	1,908,503
21	Amount of line 20 Related LBP Activities	23,200.00		23,200.00	
22	Amount of line 20 Related to Section 504 Compliance	1,050,000.00		1,050,000.00	
23	Amount of line 20 Related to Security	45,300.00		45,300.00	
24	Amount of line 20 related to Energy Conservation Measures	60,000.00		60,000.00	

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No. TX24005501-06 Replacement Housing Factor Grant No.		Federal FY of Grant: 2006				
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
Various Housing Authority Wide Activities	504 Requirements							
	A&E services	1430	35	80,000	144,775	144,775	144,775	100% complete
	Site work	1450	35	200,000	0	0	0	N/A
	Unit conversion to handicap units	1460	35	710,000	0	0	0	N/A
	Relocation	1495.1	35	10,000	0	0	0	N/A
	Subtotal			1,000,000.00	144,775.00	144,775.00	144,775.00	
TX5012 Oxford Place	CFPP Debt Services	1501	I.S.	775,680	809,365	809,365	531,026	
TX5011 Lincoln Park	Lincoln Park - Construction Costs	1460	I.S.	341,987	341,987	341,987	341,987	100% complete
TX5011 Lincoln Park	Interest to be paid to Amegy Bank	1501	I.S.	237,139	405,723	405,723	258,560	
	Subtotal			1,354,806	1,557,075	1,557,075	1,131,572	
Housing Authority Wide Activities	1406							
	Operations							
	Extra ordinary maintenance repair at various developments	1406	I.S.	120,000	120,000	120,000	0	Design state
	Public Housing operation (deficit funding)	1406	I.S.	150,000	150,000	150,000	0	Design state
	Resident Service Program	1406	I.S.	250,000	250,000	250,000	140,695	56% complete
	Subtotal			520,000	520,000	520,000	140,695	
	Management Improvements	1408						
	Maintenance/Management vehicle	1408	I.S.	65,000	65,000	65,000	0	Design state
	Resident Council Training	1408	I.S.	5,000	5,000	5,000	644	1% complete
	Computer equipment upgrade	1408	I.S.	15,000	15,000	15,000	0	Design state
	Staff & Mgmt Training	1408	I.S.	10,000	10,000	10,000	0	Design state

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
 Part II: Supporting Pages**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No. TX24005501-06 Replacement Housing Factor Grant No.		Federal FY of Grant: 2006		
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Status of Work
				Budget	Revised	
	Finance staff training (GASB & Tax Credit)	1408	1 s.	2,500	2,500	0
	Training (Public Housing Mgrs)	1408	1 s.	7,500	7,500	0
	Subtotal			105,000	105,000	644
	Administration	1410	1 s	503,800	503,800	2,088
	Subtotal			503,800	503,800	2,088
	Total			1,128,800	1,128,800	143,427

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF)
 Part III: Implementation Schedule**

Development Number Name/HA-Wide Activities	Grant Type and Number				Reason for Revised Target Dates	
	All Fund Obligated (Quarter Ending Date)		All Fund Expended (Quarter Ending Date)			
	Original	Revised	Actual	Original	Revised	Actual
PHA Name: Houston Housing Authority	Federal FY of Grant: 2006					
	Capital Fund Program Grant No: TX24005501-06					
	Replacement Housing Factor No:					
TX5002/						
Kelly Village	30-Jun-08		30-Jun-08	30-Jun-09		
504 Requirements	30-Jun-08		30-Jun-08	30-Jun-09		

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF)
Part I: Summary**

Form HUD-2008-00145 (11/08)

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Grant Number TX24005501-07		Federal FY of Grant: 2007	
<input type="checkbox"/> Original Annual Statement Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement/Revision Number _____ <input checked="" type="checkbox"/> Performance & Evaluation Report for Program Year Ending 05/31/08 _____ Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised		Obligated
1	Total Non-CFP Funds				
2	1406 Operations	520,000.00	520,000.00	0.00	0.00
3	1408 Management Improvements	105,000.00	105,000.00	105,000.00	0.00
4	1410 Administration	645,557.00	645,557.00	645,557.00	0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	355,000.00	329,358.42	119,358.42	63,004.63
8	1440 Site Acquisition				
9	1450 Site Improvements	570,000.00	570,000.00	270,000.00	0.00
10	1460 Dwelling Structures	3,079,666.00	3,148,324.09	2,676,324.09	1,091,483.53
11	1465 Dwelling Equipment	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Cost	93,000.00	49,983.49	31,983.49	31,983.49
18	1498 Mod Used for Development				
19	1501 CFFP Debt Services	1,087,349.00	1,087,349.00	1,087,349.00	0.00
20	Amount of Annual Grant (Sum of lines 2-19)	6,455,572.00	6,455,572.00	4,935,572.00	1,186,471.65
21	Amount of line 20 Related LBP Activities	23,200.00			
22	Amount of line 20 Related to Section 504 Compliance	1,050,000.00			
23	Amount of line 20 Related to Security	45,300.00			
24	Amount of line 20 related to Energy Conservation Measures	60,000.00			

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No. TX24005501-07 Replacement Housing Factor Grant No		Federal FY of Grant: 2007		
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Status of Work
				Budget	Revised	
				Obligated	Expended	
TX50057						
Irvington Village	A & E Services	1430	1 ls	145,000.00	119,358.42	63,004.63 53% completed
	Landscape	1450	30	20,000.00	20,000.00	0.00 Design stage
	Site lighting improvements	1450	30	100,000.00	100,000.00	0.00 Design stage
	Clothes line poles	1450	30	50,000.00	50,000.00	0.00 Design stage
	Site water improvements	1450	30	50,000.00	50,000.00	0.00 Design stage
	Abatement (lead/asbestos)	1450	30	50,000.00	50,000.00	0.00 Design stage
	Kitchen cabinet replacement	1460	30	100,000.00	100,000.00	100,000.00 100% completed
	Tub repair replacement	1460	30	100,000.00	100,000.00	100,000.00 100% completed
	Resilient floor replacement	1460	30	108,243.00	108,243.00	108,243.00 100% completed
	Demolition (interior walls)	1460	30	150,000.00	150,000.00	150,000.00 100% completed
	New interior framing	1460	30	150,000.00	150,000.00	150,000.00 100% completed
	Interior wall & painting	1460	30	70,000.00	70,000.00	70,000.00 100% completed
	New vanities	1460	30	25,000.00	25,000.00	25,000.00 100% completed
	Electrical repairs	1460	30	75,000.00	75,000.00	75,000.00 100% completed
	Plumbing lines/fixture replacement	1460	30	75,000.00	75,000.00	75,000.00 100% completed
	MEP upgrade	1460	30	200,000.00	200,000.00	200,000.00 100% completed
	Gas heater replacement	1460	30	150,000.00	150,000.00	38,240.53 25% completed
	Exterior doors	1460	30	50,000.00	50,000.00	0.00 Design stage
	Interior doors	1460	30	75,000.00	75,000.00	0.00 Design stage
	New pitched roofs	1460	4 bldgs.	250,000.00	250,000.00	0.00 Design stage
	New porches/façade	1460	4 bldgs	350,000.00	418,658.09	0.00 Design stage
	Masonry cleaning	1460	4 bldgs	150,000.00	150,000.00	0.00 Design stage
	Entry door/hardware	1460	30	150,000.00	150,000.00	0.00 Design stage
	Window replacement	1460	30	100,000.00	100,000.00	0.00 Design stage
	New security window screens	1460	30	75,000.00	75,000.00	0.00 Design stage
	Security screen doors	1460	30	79,423.00	79,423.00	0.00 Design stage
	New hardwired smoke detectors	1460	30	25,000.00	25,000.00	0.00 Design stage
	New Laundry building	1460	1 bldg	25,000.00	25,000.00	0.00 Design stage
	New range/oven/refrigerators	1460	30	75,000.00	75,000.00	0.00 Design stage
	Relocation	1495.1	30	75,000.00	31,983.49	31,983.49 100% completed
	Total			3,097,666.00	3,097,666.00	1,186,471.65

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No: TX24005501-07 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007		
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Status of Work
				Budget	Revised	
				Obligated	Expended	
Various Housing Authority Wide Activities	504 Requirements					
	Kelly					
	A&E Services	1430	35	50,000	50,000	Design stage
	David Bacon Monitoring	1430	35	15,000	15,000	Design stage
	Construction Management	1430	35	25,000	25,000	Design stage
	Construction Coordinator I	1430	35	15,000	15,000	Design stage
	Site work	1450	35	150,000	150,000	Design stage
	Unit Conversion & Modification	1460	35	236,000	236,000	Design stage
	Relocation	1495	35	2,500	2,500	Design stage
	Relocation Administrator	1495	35	6,500	6,500	Design stage
	Irvington					
	A&E Services	1430	35	50,000	50,000	Design stage
	David Bacon Monitoring	1430	35	15,000	15,000	Design stage
	Construction Management	1430	35	25,000	25,000	Design stage
	Construction Coordinator I	1430	35	15,000	15,000	Design stage
	Site work	1450	35	150,000	150,000	Design stage
	Unit Conversion & Modification	1460	35	236,000	236,000	Design stage
	Relocation	1495	35	2,500	2,500	Design stage
	Relocation Administrator	1495	35	6,500	6,500	Design stage
	Subtotal			1,000,000.00	1,000,000.00	0.00
TX5012 Oxford Place	CFPP Debt Services	1501	I.s.	775,680	775,680	
TX5011 Lincoln Park	Interest to be paid to Arnegy Bank	1501	I.s.	311,669	311,669	
	Subtotal			1,087,349	1,087,349	0
Housing Authority Wide Activities	Operations	1406				

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
 Part II: Supporting Pages**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No: TX24005501-07 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007		
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Status of Work
				Budget	Revised	
	Extra ordinary maintenance repair at various developments					
	Lyerly-Exterior repair and AC upgrade	1406	I.S.	120000	120000	
	Public Housing operation (deficit funding)					
	Victory	1406	I.S.	175000	175000	
	Fulton	1406	I.S.	125000	125000	
	Lincoln Park	1406	I.S.	50000	50000	
	Oxford	1406	I.S.	50000	50000	
	Subtotal			520,000	0	0
	<i>Management Improvements</i>	1408				
	Maintenance/Management vehicle	1408	I.S.	65000	65000	
	Computer equipment upgrade	1408	I.S.	40,000	40,000	
	Subtotal			105,000	105,000	0
	<i>Administration (10% of CFP)</i>	1410	I.S.	645,557	645,557	
	Subtotal			645,557	645,557	0
	Total			1,270,557	1,270,557	750,557

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF)
 Part III: Implementation Schedule**

PHA Name: Houston Housing Authority		Grant Type and Number		Federal FY of Grant: 2007	
		Capital Fund Program Grant No: TX24005501-07 Replacement Housing Factor No:			
Development Number Name/HA- Wide Activities	All Fund Obligated (Quarter Ending Date)		All Fund Expended (Quarter Ending Date)		Reason for Revised Target Dates
	Original	Revised	Original	Actual	
TX5005/ Irvington Village	30-Jun-09		31-Mar-08		
504 Requirements	30-Jun-09		30-Jun-10		

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF)
 Part I: Summary**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Grant Number TX24005501-08		Federal FY of Grant: 2008
x__ Original Annual Statement Reserve for Disasters/Emergencies __ Revised Annual Statement/Revision Number		Final Performance and Evaluation Report		
Performance & Evaluation Report for Program Year Ending 05/31/08				
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost Expended
		Original	Revised	
1	Total Non-CFP Funds			
2	1406 Operations	520,000.00	493,339.00	0.00
3	1408 Management Improvements	50,000.00	50,000.00	0.00
4	1410 Administration	521,446.00	548,107.00	0.00
5	1411 Audit			
6	1415 Liquidated Damages			
7	1430 Fees and Costs	473,518.00	598,616.00	0.00
8	1440 Site Acquisition			
9	1450 Site Improvements	695,077.00	695,077.00	0.00
10	1460 Dwelling Structures	2,077,633.00	1,982,535.00	343,690.52
11	1465 Dwelling Equipment	0.00	0.00	0.00
12	1475 Nondwelling Equipment			
13	1475 Nondwelling Equipment			
14	1485 Demolition			
15	1490 Replacement Reserve			
16	1492 Moving to Work Demonstration			
17	1495.1 Relocation Cost	125,310.00	95,310.00	0.00
18	1498 Mod Used for Development			
19	1501 CFFP Debt Services	1,018,088.00	1,018,088.00	0.00
20	Amount of Annual Grant (Sum of lines 2-19)	5,481,072.00	5,481,072.00	1,361,778.52
21	Amount of line 20 Related LBP Activities	23,200.00		
22	Amount of line 20 Related to Section 504 Compliance	1,050,000.00		
23	Amount of line 20 Related to Security	45,300.00		
24	Amount of line 20 related to Energy Conservation Measures	60,000.00		

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No: TX24005501-07 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008		
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Status of Work
				Budget	Revised	
TX50024						
	Kelly Village	1430	1 ls	150,000.00	150,000.00	Design stage
	A & E Services	1430	1 ls	13,646.00	13,646.00	Design stage
	Davis Bacon monitoring	1430	1 ls	25,587.00	25,587.00	Design stage
	Construction Management	1430	1 ls	52,000.00	52,000.00	Design stage
	Construction Coordinator I	1450	30	60,000.00	60,000.00	Design stage
	Accessible path	1450	30	72,596.00	72,596.00	Design stage
	Landscaping	1450	30	50,000.00	50,000.00	Design stage
	Site work	1450	30	41,597.00	41,597.00	Design stage
	Street repair / Sidewalk repair	1450	30	220,884.00	220,884.00	Design stage
	Site work - concrete	1460	30	80,000.00	20,000.00	Design stage
	Foundation repair- AMC Building	1460	30	71,400.00	15,000.00	Design stage
	Asbestos Abatement	1460	30	40,000.00	7,997.95	Design stage
	Kitchen Cabinets	1460	30	60,000.00	10,000.00	Design stage
	Demolition	1460	30	85,000.00	25,000.00	Design stage
	New interior framing	1460	30	103,353.00	15,000.00	Design stage
	Interior wall & painting	1460	30	59,500.00	15,000.00	Design stage
	New vanities	1460	30	17,000.00	7,500.00	Design stage
	Electrical repairs	1460	30	50,000.00	15,000.00	Design stage
	Plumbing lines/fixture replacement	1460	30	50,000.00	20,000.00	Design stage
	MEP upgrade	1460	30	96,153.00	40,000.00	Design stage
	Gas heater replacement	1460	30	50,000.00	20,000.00	Design stage
	Exterior doors	1460	30	15,000.00	7,500.00	Design stage
	Interior doors	1460	30	19,125.00	10,000.00	Design stage
	New pitched roofs	1460	4 bldgs	72,135.00	20,000.00	Design stage
	New porches/façade	1460	4 bldgs	196,429.00	40,000.00	Design stage
	Masonry cleaning	1460	4 bldgs	50,000.00	20,000.00	Design stage
	Entry door/hardware	1460	30	50,500.00	20,000.00	Design stage
	Window replacement	1460	30	83,600.00	20,000.00	Design stage
	New security window screens	1460	30	45,300.00	20,000.00	Design stage
	Security screen doors	1460	30	21,250.00	15,000.00	Design stage
	New hardwired smoke detectors	1460	30	7,650.00	15,000.00	Design stage
	New range/oven/refrigerators	1495	30	43,000.00	31,750.00	Design stage
	Relocation	1495	30	52,220.00	20,470.00	Design stage
	Relocation Administrator					
	Total			2,104,925.00	1,136,527.95	0.00
TX50057					280,556.11	

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
 Part II: Supporting Pages**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No: TX24005501-07 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008			
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost	Status of Work
				Budget	Revised		
Irvington Village	Davis Bacon monitoring	1430	1 ls	10,000.00	10,000.00		
	Construction Coordinator I	1430	1 ls	52,000.00	52,000.00		
	Site Work	1450	10	50,000.00	50,000.00		
	Interior Work/Drywall/Framing	1460	10	154,613.00	154,613.00	63,134.41	
	Total			266,613.00	266,613.00	63,134.41	0.00

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No. TX24005501-07 Replacement Housing Factor Grant No.		Federal FY of Grant: 2008				
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
Various Housing Authority Wide Activities	504 Requirements							
	Fulton							
	A&E Services	1430	35	21,132	21,132			Design stage
	David Bacon Monitoring	1430	35	3,538	3,538			Design stage
	Construction Management	1430	35	6,575	6,575			Design stage
	Construction Coordinator I	1430	35	13,736	13,736			Design stage
	Site work	1450	35	52,830	52,830			Design stage
	Unit Conversion & Modification	1460	35	158,392	158,392			Design stage
	Relocation	1495	35	2,642	2,642			Design stage
	Relocation Administrator	1495	35	5,307	5,307			Design stage
	HOAPV							
	A&E Services	1430	35	42,264	42,264			Design stage
	David Bacon Monitoring	1430	35	7,076	7,076			Design stage
	Construction Management	1430	35	13,149	13,149			Design stage
	Construction Coordinator I	1430	35	27,472	27,472			Design stage
	Site work	1450	35	105,660	105,660			Design stage
	Unit Conversion & Modification	1460	35	316,783	316,783			Design stage
	Relocation	1495	35	5,283	5,283			Design stage
	Relocation Administrator	1495	35	10,614	10,614			Design stage
	VICTORY							
	A&E Services	1430	35	7,547	7,547			Design stage
	David Bacon Monitoring	1430	35	1,264	1,264			Design stage
	Construction Management	1430	35	2,348	2,348			Design stage
	Construction Coordinator I	1430	35	4,906	4,906			Design stage
	Site work	1450	35	18,868	18,868			Design stage
	Unit Conversion & Modification	1460	35	56,568	56,568			Design stage
	Relocation	1495	35	943	943			Design stage
	Relocation Administrator	1495	35	1,895	1,895			Design stage
	WILLMINGTON							
	A&E Services	1430	35	9,057	9,057			Design stage
	David Bacon Monitoring	1430	35	1,516	1,516			Design stage
	Construction Management	1430	35	2,818	2,818			Design stage
	Construction Coordinator I	1430	35	5,887	5,887			Design stage
	Site work	1450	35	22,042	22,042			Design stage

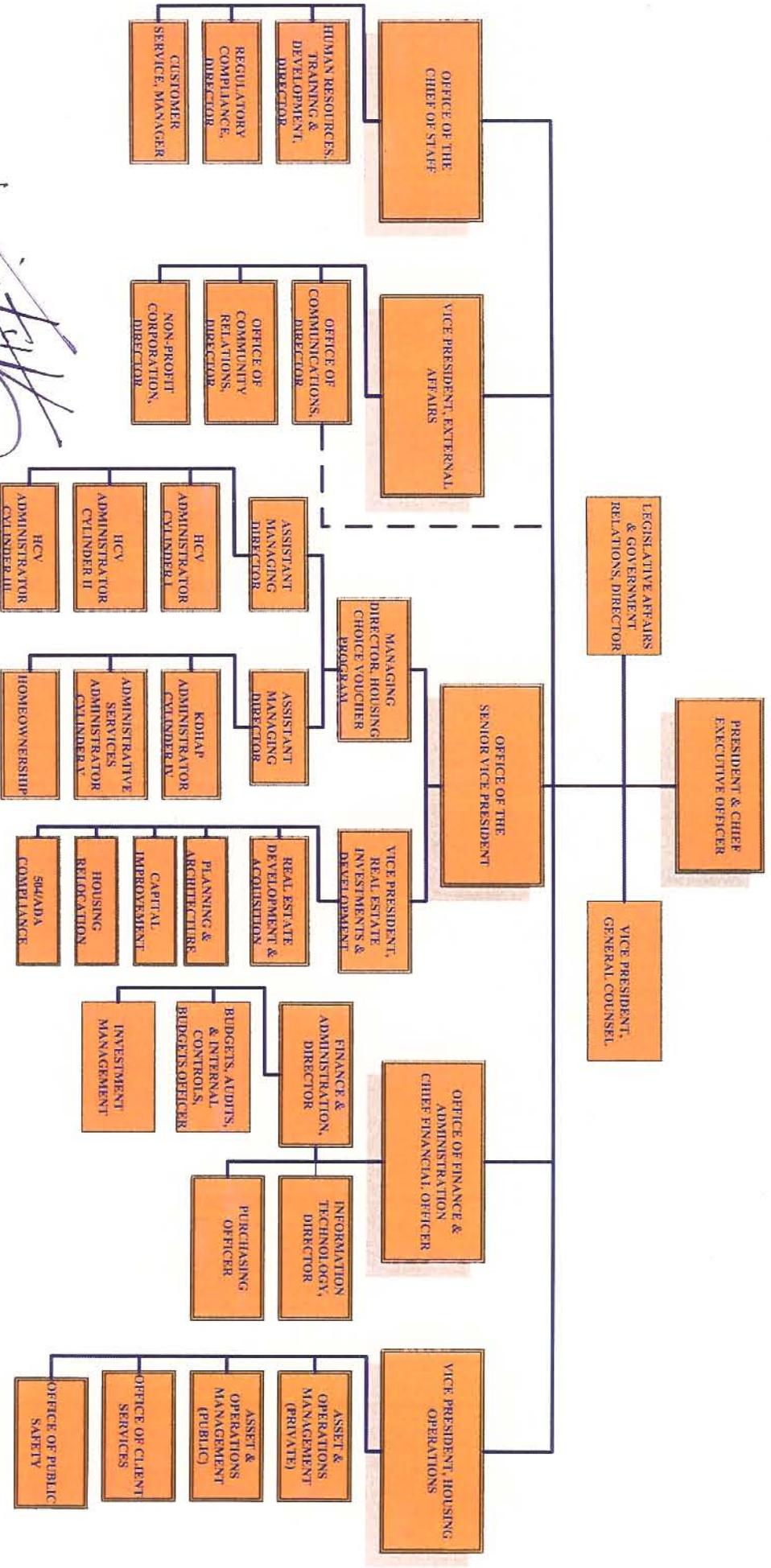
**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No: TX24005501-07 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008		
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Status of Work
				Budget	Revised	
				Obligated	Expended	
	Unit Conversion & Modification	1460	35	67,882	67,882	Design stage
	Relocation	1495	35	1,132	1,132	Design stage
	Relocation Administrator	1495	35	2,274	2,274	
	KENNEDY & IRVINTON					
	A&E Services	1430	1.s.	0	77,400	
	David Bacon Monitoring	1430	1.s.	0	7,077	
	Construction Management	1430	1.s.	0	13,149	
	Construction Coordinator I	1430	1.s.	0	27,472	
	Unit Conversion & Modification (6)	1460	1.s.	0	830,299	
	Relocation	1495	1.s.	0	10,000	
	Relocation Administrator	1495	1.s.	0	3,000	
				1,000,000.00	1,968,397.05	0.00
TX5012 Oxford Place			1501	775,679	775,679	
TX5011 Lincoln Park	CFPP Debt Services- Oxford		1501	242,409	242,409	
	Interest to be paid to Amegy Bank		1501	242,409	242,409	
	Subtotal			1,018,088	1,018,088	0
Housing Authority Wide Activities			1406			
	Operations					
	Extra ordinary maintanant repair at various developments					
	Bellerive-Elevator Upgrade		1406	60000	80000	
	Lyerly-Elevator Upgrade		1406	60000	80000	
	Victory		1406	175000	156339	
	Fulton		1406	125000	107000	
	Lincoln Park		1406	50000	35000	
	Oxford		1406	50000	35000	
	Subtotal			520,000	493,339	0
	Management Improvements		1408			

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
 Part II: Supporting Pages**

PHA Name: Houston Housing Authority		Grant Type and Number Capital Fund Program Grant No: TX24005501-07 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008		
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Status of Work
				Budget	Revised	
	Computer equipment upgrade	1408	1 s	50,000	50,000	
	Subtotal			50,000	50,000	0
	Administration (10% of CFP)	1410	1 ls	548,107	548,107	
	Subtotal			548,107	548,107	0
	Total			1,091,446	1,091,446	

HOUSTON HOUSING AUTHORITY ORGANIZATIONAL CHART




 Ernie Etuk,
 President & Chief Executive Officer

HOUSTON HOUSING AUTHORITY

**SCHEDULE OF TENANT CHARGES
AND SALES**

**Houston Housing Authority
Schedule of Tenant Charges and Sales**

Description	Time	Labor Rate	Material	Total
1 Unstop Commode	1.25	\$21.00	\$0.00	\$26.25
2 Unstop Lavatory	1.25	\$21.00	\$0.00	\$26.25
3 Unstop Tub/Shower	1.25	\$21.00	\$0.00	\$26.25
4 Unstop Pull Commode	2	\$21.00	\$2.10	\$44.10
5 Unstop Kitchen Sink	1.25	\$21.00	\$0.00	\$26.25
6 Replace Toilet Shrt	2.25	\$21.00	\$37.99	\$85.24
7 Replace Toilet Tank	1.5	\$21.00	\$27.99	\$59.49
8 Replace Toilet Lid	0.75	\$21.00	\$11.74	\$27.49
9 Replace Toilet Seat Shrt	1	\$21.00	\$7.94	\$28.94
10 Replace Bullocks	1.25	\$21.00	\$5.99	\$28.24
11 Replace Flush Handle	0.75	\$21.00	\$1.65	\$17.04
12 Replace Metal Tissue Holder	1	\$21.00	\$2.34	\$23.34
13 Replace Cer Tissue Holder	1	\$21.00	\$5.99	\$26.99
14 Replace Tissue Roller	0.75	\$21.00	\$0.75	\$16.05
15 Replace La/Tub Stopper	0.75	\$21.00	\$1.54	\$17.29
16 Replace Basket Strainer	0.75	\$21.00	\$11.42	\$27.17
17 Replace Bath Tub Seat	1	\$21.00	\$4.60	\$25.06
18 Replace Tub Rail	1	\$21.00	\$17.50	\$38.05
19 Replace Tub Mat	0.5	\$21.00	\$5.60	\$16.01
20 Install Tub/Shower HR	2	\$21.00	\$8.50	\$50.05
21 Replace Shower Rod	1	\$21.00	\$3.00	\$24.00
22 Replace Medicine Cabinet	2	\$21.00	\$39.99	\$81.99
23 Water Removal	Actual	Actual	Actual	Actual
24 Replace Shower Curtain	0.75	\$21.00	\$5.00	\$20.75
25 Replace Shower Curtain Rings	0.75	\$21.00	\$0.30	\$16.05
26 Replace Mirror	1	\$21.00	\$25.00	\$46.00
27 Replace Mirror with Medicine Cabinet	2	\$21.00	\$39.99	\$81.99
28 Make Duplicate Key- Falcon	0.5	\$21.00	\$1.75	\$12.25
29 Re-Key Falcon Lock	0.5	\$21.00	\$0.00	\$10.05
30 Replace Lock/Cylinder	Actual	Actual	Actual	Actual
31 Replace Passage Set	1	\$21.00	\$9.99	\$30.00
32 Replace Privacy	1	\$21.00	\$11.99	\$32.99
33 Replace Door Stop Solid	0.75	\$21.00	\$3.79	\$19.54
34 Replace Door Spring	0.75	\$21.00	\$1.59	\$17.34
35 Replace Door Stop Disk	0.75	\$21.00	\$2.99	\$16.49
36 Replace Mail Box Flap	1	\$21.00	\$5.00	\$26.00
37 Replace Mail Box Lock	1	\$21.00	\$7.80	\$28.08
38 Replace Tubular Latch	1	\$21.00	\$18.00	\$39.00
39 Replace Mortise Lock Set	1.5	\$21.00	\$39.00	\$70.05
40 Replace Knob Exterior	0.75	\$21.00	\$18.90	\$34.65
41 Replace Spindle Exterior	0.75	\$21.00	\$19.90	\$35.65
42 Replace Knob Spindle Exterior	0.75	\$21.00	\$18.90	\$34.65
43 Replace Mortise Lock Int	2	\$21.00	\$39.00	\$81.00
44 Replace Door Hinges Interior	2	\$21.00	\$1.57	\$43.57
45 Replace Door Hinges Exterior	2	\$21.00	\$1.83	\$43.83
46 Replace Door Sweet Exterior	0.75	\$21.00	\$4.66	\$20.41
47 Replace Door Weather stripping	1.5	\$21.00	\$5.00	\$36.06
48 Replace Screen Door Hinges	1.5	\$21.00	\$9.08	\$40.58
49 Replace Screen Door Panel	1.25	\$21.00	\$4.60	\$30.85
50 Replace Screen Door Secty	1.25	\$21.00	\$42.83	\$69.08
51 Replace Screen Door Closure	1.25	\$21.00	\$17.50	\$53.75
52 Replace Screen Door Lock	1	\$21.00	\$13.22	\$34.22
53 Replace Screen Door Insert	1	\$21.00	\$7.47	\$28.47
54 Replace Wood Screen Door	2	\$21.00	\$44.60	\$86.06
55 Replace Aluminum Screen Door	2	\$21.00	\$47.50	\$89.05

Work items not listed will be charged at actual labor cost plus actual material cost. All equipment loaned to a resident which is lost or damaged will be charged at actual cost to replace and/or repair as applicable.

*Labor rates are based on business hours (8a-5p); if maintenance personnel are called out after business hours, all billable charges will be assessed at 1.5 times the normal rate.

Housing Authority Of The City Of Houston Schedule of Tenant Charges and Sales

Description	Time	Labor Rate	Material	Total	
56	Replace Security Screen Door	2	\$21.00	\$130.00	\$172.00
57	Replace JDW Cloth	1	\$21.00	\$130.00	\$151.00
58	Replace Window Screen	1	Actual	Actual	Actual
59	Replace Window Screen Comp		Actual	Actual	Actual
60	Replace Channel Screen 4230	1	\$21.00	\$15.00	\$36.00
61	Replace Window Glass Frosted 12161	1	\$21.00	\$3.05	\$24.05
62	Replace Window Glass	Actual	Actual	Actual	Actual
63	Replace Insulated Window Panes2131		\$21.00	\$35.00	\$56.00
64	Replace Window Plexiglass	1	\$21.00	Actual	Actual
65	Replace Oven Control	2	\$21.00	\$59.95	\$101.95
66	Replace Range Dial	.70	\$21.00	\$8.70	\$23.40
67	Replace Oven Handle	1.25	\$21.00	\$17.80	\$44.05
68	Replace Gas Cox Handle	1	\$21.00	\$15.60	\$36.06
69	Replace Grate (single burner)	0.75	\$21.00	\$12.77	\$28.52
70	Replace Grate (Dixie single burner)	0.50	\$21.00	\$17.80	\$13.35
71	Replace Grate (vesta)	0.75	\$21.00	\$14.76	\$30.51
72	Clean/Adjust Burner)	0.75	\$21.00	\$3.20	\$18.95
73	Replace Terminal Block 5-9	1	\$21.00	\$4.44	\$25.44
74	Replace Back Element 5-9	1	\$21.00	\$15.05	\$36.05
75	Replace Broiler Element 5-9	1	\$21.00	\$16.76	\$37.76
76	Replace 5 Surface Unit 5-9	1	\$21.00	\$12.20	\$33.02
77	Replace 8 Surface Unite 5-9	1	\$21.00	\$13.63	\$34.63
78	Replace 6 Chrome Bowl 5-9	1	\$21.00	\$4.60	\$25.06
79	Replace 8 Chrome Bowel 5-9	1	\$21.00	\$4.94	\$25.94
80	Replace 6 Top Element 5-13	1	\$21.00	\$11.75	\$32.75
81	Replace 8 Top Element 5-13	1	\$21.00	\$11.57	\$32.57
82	Replace Bake Element 5-13	1	\$21.00	\$15.08	\$36.08
83	Replace Oven Door 5-13	1	\$21.00	\$83.75	\$104.75
84	Install Closet Rod	0.75	\$21.00	\$3.20	\$18.95
85	Install Closet Rod Bracket	0.75	\$21.00	\$44.74	\$60.49
86	Replace Towel Rack	1	\$21.00	\$5.27	\$26.27
87	Replace Towel Rack (wall)	1	\$21.00	\$6.16	\$18.16
88	Install Window Shades	Actual	Actual	Actual	Actual
89	Install Venetian Blind	Actual	Actual	Actual	Actual
90	Replace Cabinet Door Handle	.45	\$21.00	\$3.85	\$13.30
91	Replace Refrigerator Door Handle	1	\$21.00	\$24.78	\$45.78
92	Repair Hole in Evaporator	Actual	Actual	Actual	Actual
93	20 Gal. Garbage Can	0.5	\$21.00	\$26.33	\$36.83
94	Cut Resident Yard				\$35.00
95	Remove Window Mullion	2.5	\$21.00	\$4.71	\$57.21
96	Install Window Mullion	2.5	\$21.00	\$4.71	\$57.21
97	Replace Smoke Detector		\$21.00	\$10.00	\$31.00
98	Replace 9V Battery	0.45	\$21.00	\$3.49	\$12.94
99	Replace (Bat) Detector	1	\$21.00	\$32.33	\$53.33
100	Replace (Electric) Detector	1	\$21.00	\$31.05	\$52.05
101	Cleaning Resident Yard		\$25.00	2 nd Offense	\$40.00
102	Yard and Trash Fines		\$25.00	2 nd Offense	\$40.00
103	Unlock Door 8:00am-5:00p.m. (Scattered Sites Only)		\$21.00		\$21.00
104	Unlock Door 8:00am-5:00p.m. (Developments)		\$21.00		\$21.00
105	Trash	Actual	Actual	Actual	Actual
106	Cleaning Refrigerator	2	\$21.00	\$6.10	\$48.01
107	Cleaning Stove	3	\$21.00	\$3.50	\$66.05
108	Tenant Lock Out	Actual	Actual	Actual	Actual
109	Replace Fire Extinguisher	0.5	\$21.00	\$9.00	\$19.05
110	Replace Dead Bolt Lock	2	\$21.00	\$26.95	\$68.95

Work items not listed will be charged at actual labor cost plus actual material cost. All equipment loaned to a resident which is lost or damaged will be charged at actual cost to replace and/or repair as applicable.

*Labor rates are based on business hours (8a-5p); if maintenance personnel are called out after business hours, all billable charges will be assessed at 1.5 times the normal rate.

HOUSTON HOUSING AUTHORITY

UTILITY ALLOWANCE

ELECTRIC & GAS

TENANT PURCHASED UTILITIES

FOR THE OTHERS

**HOUSING AUTHORITY OF THE CITY OF HOUSTON
2008 UTILITY ALLOWANCE - ELECTRIC & GAS
TENANT PURCHASED UTILITIES**

DEVELOPMENT			Total Allowance 2008
BED ROOM	CLUSTER	DESCRIPTION	
EWING			
1	1A ELEC	R1-1S-TOP-END-EW	
1	1A GAS	R1-1S-TOP-END-EW	\$97
1	1B ELEC	R1-1S-BOT-END-EW	
1	1B GAS	R1-1S-BOT-END-EW	\$96
2	2A ELEC	R2-2S-END-EW	
2	2A GAS	R2-2S-END-EW	\$119
2	2B ELEC	R2-2S-INT-EW	
2	2B GAS	R2-2S-INT-EW	\$114
FOREST GREEN			
2	2A ELEC	R2-1S-INT-EW	\$123
3	3A ELEC	R3-1S-END-EW	\$153
3	3B ELEC	R3-1S-INT-EW	\$146
4	4A ELEC	R4-1S-END-EW	\$181
4	4B ELEC	R4-2S-INT-EW	\$183
KENNEDY PLACE			
2	2A ELEC	R2-1S-BOT-END-EW	
2	2A GAS	R2-1S-BOT-END-EW	\$100
3	3A ELEC	R3-2S-END-EW	
3	3A GAS	R3-2S-END-EW	\$127
4	4A ELEC	R4-2S-END-EW	
4	4A GAS	R4-2S-END-EW	\$140
5	5A ELEC	R5-2S-END-EW	
5	5A GAS	R5-2S-END-EW	\$153
6	6A ELEC	R6-2S-END-EW	
6	6A GAS	R6-2S-END-EW	\$175

It is anticipated that these rates for public housing developments will be implemented after approval by the Board of Commissioners on or about August 19, 2008.

**HOUSING AUTHORITY OF THE CITY OF HOUSTON
2008 UTILITY ALLOWANCE - ELECTRIC & GAS
TENANT PURCHASED UTILITIES**

DEVELOPMENT			Total Allowance 2008
BED ROOM	CLUSTER	DESCRIPTION	
WILMINGTON			
2	2A ELEC	R2-1S-TOP-END-NS	
2	2A GAS	R2-1S-TOP-END-NS	\$104
2	2B ELEC	R2-1S-TOP-INT-NS	
2	2B GAS	R2-1S-TOP-INT-NS	\$106
2	2C ELEC	R2-1S-BOT-END-NS	
2	2C GAS	R2-1S-BOT-END-NS	\$102
4	4A ELEC	R4-1S-BOT-END-EW	
4	4A GAS	R4-1S-BOT-END-EW	\$144
SCATTERED SITES - G&E*			
	SSH-GE-A	GE(1000-1400)	
	SSH-GE-A	GE(1000-1400)	\$142
	SSH-GE-B	GE(1401-1800)	
	SSH-GE-B	GE(1401-1800)	\$164
	SSH-GE-C	GE(1801-2200)	
	SSH-GE-C	GE(1801-2200)	\$182
SCATTERED SITES - ALL ELECTRIC*			
	SSH-E-A	E(1000-1400)	\$185
	SSH-E-B	E(1401-1800)	\$208
	SSH-E-C	E(1801-2200)	\$238
*Water & Sewer Allowance - 3 Bdrm \$45.00, 4 Bdrm \$66.00			
LONG DRIVE			
1	1A ELEC	R1-1S-END-NS	
1	1A GAS	R1-1S-END-NS	\$85
1	1B ELEC	R1-1S-INT-NS	
1	1B GAS	R1-1S-INT-NS	\$85
2	2A ELEC	R2-1S-END-NS	
2	2A GAS	R2-1S-END-NS	\$97
2	2B ELEC	R2-1S-INT-NS	
2	2B GAS	R2-1S-INT-NS	\$99
3	3A ELEC	R3-2S-END-NS	
3	3A GAS	R3-2S-END-NS	\$117
4	4A ELEC	R4-2S-INT-EW	
4	4A GAS	R4-2S-INT-EW	\$140

It is anticipated that these rates for public housing developments will be implemented after approval by the Board of Commissioners on or about August 19, 2008.

**HOUSING AUTHORITY OF THE CITY OF HOUSTON
2008 UTILITY ALLOWANCE - ELECTRIC & GAS
TENANT PURCHASED UTILITIES**

DEVELOPMENT			Total Allowance 2008
BED ROOM	CLUSTER	DESCRIPTION	
HOAPV / VICTORY / FULTON			
1	Gas & Electric		\$48
2	Gas & Electric		\$55
3	Gas & Electric		\$67
4	Gas & Electric		\$78
5	Gas & Electric		\$90
Historic Rental			
2	Electric		
2	Gas		
2	Water		\$114
1	Electric		
1	Gas		
1	Water		\$97
Heatherbrook / Oxford / Lincoln			
1	Electric		\$86
2	Electric		\$113
3	Electric		\$140
4	Electric		\$165

It is anticipated that these rates for public housing developments will be implemented after approval by the Board of Commissioners on or about August 19, 2008.

BEHOLD THE WORLD

Allowance for Tenant-Furnished Utilities and Other Services

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

Effective Date

See Public Reporting Statement and Instructions on back

Houston Housing Authority 2640 Fountain View Drive, Houston, TX 77057	Detached House	12/1/2007
--	-----------------------	-----------

Utility or Service	Monthly Dollar Allowances						
	0BR	1BR	2BR	3BR	4BR	5BR	
Heating	a. Natural Gas	\$9	\$12	\$16	\$22	\$25	\$29
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	\$17	\$22	\$27	\$32	\$38	\$43
	d. Coal/Other	-	-	-	-	-	-
Cooking	a. Natural Gas	\$3	\$5	\$6	\$8	\$9	\$11
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	\$8	\$12	\$15	\$18	\$21	\$25
	d. Coal/Other	-	-	-	-	-	-
Other Electric - Lighting - Base	\$34	\$49	\$65	\$86	\$102	\$118	
Air Conditioning	\$7	\$23	\$40	\$57	\$73	\$90	
Water Heating	a. Natural Gas	\$9	\$12	\$15	\$19	\$24	\$28
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	\$15	\$23	\$31	\$39	\$47	\$55
	d. Coal/Other	-	-	-	-	-	-
Water	\$19	\$22	\$26	\$30	\$35	\$43	
Sewer	\$11	\$19	\$25	\$31	\$37	\$43	
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A	
Range/Microwave (if tenant supplies)	\$7	\$7	\$7	\$7	\$7	\$7	
Refrigerator (if tenant supplies)	\$6	\$9	\$9	\$9	\$9	\$9	
Other - Specify	-	-	-	-	-	-	

Actual Family Allowances To be used by the family to compute allowance. Complete Below for the actual unit rented.	Utility or Service	Per Month Cost
	Name of Family	Heating
Address of Unit	Cooking	
	Other Electric	
	Air Conditioning	
	Water Heating	
	Water & Sewer	
	Sewer (see above)	
	Trash Collection	N/A
Number of Bedrooms	Range/Microwave	
	Refrigerator	
	Other	
Total		\$0

Allowance for Tenant-Furnished Utilities and Other Services

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

Effective Date
12/1/2007

See Public Reporting Statement and Instructions on back

Houston Housing Authority
2640 Fountain View Drive, Houston, TX 77057
Row House/Townhouse & Semi-Detached Duplex

Utility or Service	Monthly Dollar Allowances						
	0BR	1BR	2BR	3BR	4BR	5BR	
Heating	a. Natural Gas	\$16	\$19	\$22	\$24	\$27	\$30
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	\$18	\$23	\$27	\$32	\$36	\$41
	d. Coal/Other	-	-	-	-	-	-
Cooking	a. Natural Gas	\$3	\$5	\$6	\$8	\$9	\$11
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	\$8	\$12	\$15	\$18	\$21	\$25
	d. Coal/Other	-	-	-	-	-	-
Other Electric - Lighting - Base		\$24	\$39	\$53	\$74	\$88	\$103
Air Conditioning		\$11	\$17	\$35	\$53	\$72	\$90
Water Heating	a. Natural Gas	\$9	\$12	\$15	\$19	\$24	\$28
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	\$15	\$23	\$31	\$39	\$47	\$55
	d. Coal/Other	-	-	-	-	-	-
Water		\$19	\$22	\$26	\$30	\$35	\$43
Sewer		\$11	\$19	\$25	\$31	\$37	\$43
Trash Collection		N/A	N/A	N/A	N/A	N/A	N/A
Range/Microwave (if tenant supplies)		\$7	\$7	\$7	\$7	\$7	\$7
Refrigerator (if tenant supplies)		\$9	\$9	\$9	\$9	\$9	\$9
Other - Specify		-	-	-	-	-	-

Actual Family Allowances To be used by the family to compute allowance.
Complete Below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	Per Month Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water & Sewer	
Sewer (see above)	
Trash Collection	N/A
Range/Microwave	
Refrigerator	
Other	
Total	\$0

Allowance for Tenant-Furnished Utilities and Other Services

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

Effective Date
12/1/2007

See Public Reporting Statement and Instructions on back

Houston Housing Authority
2640 Fountain View Drive, Houston, TX 77057

Apartment/Walk-Up

Utility or Service	Monthly Dollar Allowances						
	0BR	1BR	2BR	3BR	4BR	5BR	
Heating	a. Natural Gas	\$4	\$4	\$5	\$6	\$6	\$7
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	\$12	\$16	\$20	\$24	\$27	\$31
	d. Coal/Other	-	-	-	-	-	-
Cooking	a. Natural Gas	\$3	\$5	\$6	\$8	\$9	\$11
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	\$8	\$12	\$15	\$18	\$21	\$25
	d. Coal/Other	-	-	-	-	-	-
Other Electric - Base	\$24	\$35	\$47	\$59	\$70	\$82	
Air Conditioning	\$11	\$22	\$34	\$46	\$57	\$69	
Water Heating	a. Natural Gas	\$9	\$12	\$15	\$19	\$24	\$28
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	\$15	\$23	\$31	\$39	\$47	\$55
	d. Coal/Other	-	-	-	-	-	-
Water	\$12	\$18	\$23	\$27	\$31	\$36	
Sewer	\$11	\$19	\$25	\$31	\$37	\$43	
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A	
Range/Microwave (if tenant supplies)	\$7	\$7	\$7	\$7	\$7	\$7	
Refrigerator (if tenant supplies)	\$9	\$9	\$9	\$9	\$9	\$9	
Other - Specify	-	-	-	-	-	-	

Actual Family Allowances To be used by the family to compute allowance. Complete Below for the actual unit rented.

Name of Family _____

Address of Unit _____

Number of Bedrooms _____

Utility or Service	Per Month Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water & Sewer	
Sewer (see above)	
Trash Collection	N/A
Range/Microwave	
Refrigerator	
Other	
Total	\$0

Allowance for Tenant-Furnished Utilities and Other Services

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

Effective Date

See Public Reporting Statement and Instructions on back

Houston Housing Authority 2640 Fountain View Drive, Houston, TX 77057	Mobile Home
--	--------------------

12/1/2007

Utility or Service	Monthly Dollar Allowances						
	0BR	1BR	2BR	3BR	4BR	5BR	
Heating	a. Natural Gas	-	\$12	\$12	\$12	\$13	-
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	-	\$26	\$26	\$27	\$28	-
	d. Coal/Other	-	-	-	-	-	-
Cooking	a. Natural Gas	-	\$5	\$6	\$8	\$9	-
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	-	\$12	\$15	\$18	\$21	-
	d. Coal/Other	-	-	-	-	-	-
Other Electric - Lighting - Base	-	\$43	\$59	\$75	\$92	-	
Air Conditioning	-	\$20	\$38	\$56	\$75	-	
Water Heating	a. Natural Gas	-	\$12	\$15	\$19	\$24	-
	b. Bottle Gas	-	-	-	-	-	-
	c. Electric	-	\$23	\$31	\$39	\$47	-
	d. Coal/Other	-	-	-	-	-	-
Water	-	\$22	\$26	\$30	\$35	-	
Sewer	-	\$19	\$25	\$31	\$37	-	
Trash Collection	-	N/A	N/A	N/A	N/A	-	
Range/Microwave (If tenant supplies)	-	\$7	\$7	\$7	\$7	-	
Refrigerator (if tenant supplies)	-	\$9	\$9	\$9	\$9	-	
Other - Specify	-	-	-	-	-	-	

Actual Family Allowances To be used by the family to compute allowance.
Complete Below for the actual unit rented.

	Utility or Service	Per Month Cost
Name of Family	Heating	
	Cooking	
	Other Electric	
	Air Conditioning	
	Water Heating	
Address of Unit	Water & Sewer	
	Sewer (see above)	
	Trash Collection	N/A
	Range/Microwave	
	Refrigerator	
Number of Bedrooms	Other	
	Total	\$0

HOUSTON HOUSING AUTHORITY

RESIDENTIAL LEASE AGREEMENT

HOUSING AUTHORITY of HOUSTON: RESIDENTIAL LEASE AGREEMENT

WHAT IT IS:

Part 1: The part of the Lease that is specific to the individual Tenant

This part is executed by the Tenant and the Houston Housing Authority (HHA), includes the following information specific to each family's circumstances:

- Identity of all members of the Tenant's family and household by their relationship to the head, social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by HHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets or informational materials provided to the Tenant at the time of admission.

"Houston Housing Authority, HHA or Agency" shall mean both the Houston Housing Authority and its duly contracted management companies/representatives/agents and their employees acting in an official capacity.

"Tenant" shall be the Head of Household and Co-signer (spouse or co-head), if applicable, who signs the Lease.

"Family Member(s)" means any authorized persons whose names are included or added to the Tenant's application and the lease and who are members of the Tenant's "family", as defined in HHA's Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening and are either age 18 or older, or younger and a Court-recognized emancipated minor, to remain in the unit after the Head of Household leaves as a remaining family member.

"Household Member(s)" means any "authorized persons" who are not members of the Tenant's family but who are members of the Tenant's household and whose names are included or added to the Tenant's application and the Lease. Household members may be foster children, foster adults, and Live-in Aides and have no rights as remaining family members.

In this Lease, both Family Members and Household Members are authorized occupants and are usually referred to as, "authorized tenant" and/or "tenant family".

"Dwelling Unit" shall be the unit occupied by the tenant and/or tenant family (also called "household members").

"Premises" or **"Property"** shall be all of the property owned or operated by HHA directly or indirectly to include, but not limited to, stairways, landings, elevators, and solariums.

Part 2: The Lease Terms and Conditions

Specifies the terms and conditions applicable to all Tenants. **Each Tenant receives a copy at lease execution and whenever any changes are made to the terms and conditions.**

PART 1 of the RESIDENTIAL LEASE

1. **THIS LEASE AGREEMENT** (which includes both Parts 1 and 2) is executed between the Houston Housing Authority (hereinafter HHA), and _____ (herein called **"Tenant"**).

Date of Lease	Beginning	End	Annual Review Date	Monthly Rent	Security Deposit

2. **Unit:** HHA, relying upon the representations of the Tenant as to the Tenant's eligibility, income, deductions from income, preferences, family/household size and housing needs, leases to the Tenant a unit in accordance with the Part 2 Lease Terms and Conditions.

Tenant (Head of Household) _____

Spouse/Co-head (if applicable) _____

Address _____ Apartment No. _____

Development _____ Management Office _____

3. **Authorized Family and Household Members:** The Tenant's household is composed of the authorized family and household members listed below:

Name	Age & Birthdate	Relationship	Social Security Number
		Head	

- 4. **Initial Rent:** Is prorated for a partial month and shall be \$_____.
- 5. **Utility Reimbursement:** If applicable, the Tenant shall receive the benefit of \$_____ of HHA for a partial month's Utility Reimbursement for the period beginning _____ and ending at midnight on _____. Utility reimbursements shall be paid by HHA to the applicable Utility supplier on the Tenant's behalf.
- 6. **Monthly Rent/ Rent Choice:** After the initial rent established in (4) above rent in the amount of \$_____ per month, shall be payable in advance on the First day of each month. The Tenant has selected the following monthly rent, as checked and initialed by the Tenant:
 - income-based rent flat rent
- 7. **Rent Payments:** Rent payments must be mailed or delivered to the following location: _____
- 8. **Renewal:** Unless terminated as stated in the Lease Terms and Conditions, this Lease shall be automatically renewed for the successive terms of one year. The monthly rent stated above will _____

remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to the Tenant or by executing a new Lease Contract.

9. **Security Deposit: Tenant agrees to pay \$ _____** as a security deposit in accordance with the Terms and Conditions of this Lease.

10. **Utilities and Appliances:**

The following utilities are furnished by HHA, as checked below:

Heat Water Sewer Service Electricity Gas

The following utilities are paid for by the Tenant, as checked below:

Heat Water Sewer Service Electricity Gas

The following appliances are supplied by the Tenant, as checked below:

Stove Refrigerator Other Describe: _____

11 **Utilities Allowances Tenant-Paid Utilities:** If Tenant pays for utilities or appliances, as indicated by an (X) above, HHA shall provide Tenant with a Utility Allowance in the monthly amount of \$ _____. The Tenant must keep utilities turned on in the unit and to make payments directly to the utility supplier. The Tenant must the entire utility bill, even if it exceeds the Utility Allowance. The allowance shall be sufficient for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. **Utility allowances are not applicable if the Tenant chooses flat rent.**

If the Tenant pays for utilities, by his/her signature below, the Tenant agrees to sign a third-party notification agreement with the utility company so that HHA will be notified if the Tenant fails to pay the utilities.

12. **Utility Allowances, Check Metered Properties:** At properties that have check-metered utilities, HHA will grant tenants a consumption allowance for check-metered utilities in the monthly amount shown below: Any utility usage that exceeds this amount shall be billed to Tenant at the utility rate paid by HHA at the development.

Water: _____ gal. Sewer _____ Electricity _____ KW Gas _____ Kcubft

13 **Other Tenant responsibilities:** Subject to reasonable accommodations, this Lease requires the Tenant to assume the following responsibilities: _____

14. **Accessible Features:** Tenant has represented to HHA and HHA has verified the need for the following accessible feature(s):

- | | |
|---|---|
| <input type="checkbox"/> A separate bedroom | <input type="checkbox"/> Unit for Hearing-Impaired |
| <input type="checkbox"/> A fully accessible apartment | <input type="checkbox"/> BR Bath on 1 st floor |
| <input type="checkbox"/> One-level unit | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Unit for Vision-Impaired | _____ |

15. **Alternate form of communication or accessible format for written notices:** Tenant has represented to HHA and HHA has verified the need for the following alternate form of communication or accessible format: _____

EXECUTION AND CERTIFICATION

By signature below, the Tenant agrees to the Part 2 Terms and Conditions of this Lease. By signature below the Tenant also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained and that the Tenant agrees to be bound by said Terms and conditions.

Tenant hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to HHA before execution of the Lease or before HHA approval for occupancy of the unit by the Tenant. Tenant further certifies that all information or documentation submitted to the HHA before and during the Lease term is true and complete to the best of Tenant's knowledge and belief. If fraudulent information is provided, the Tenant understands that HHA has the right to terminate the Lease or charge retroactive rent increases.

Tenant (Authorized Head of Household) Date

Co-head of Household (if applicable) Date

Property Manager Date

Witness Date

ATTACHMENTS TO THE LEASE:

If indicated by an (X) below, HHA has provided the Tenant with the following attachments and information:

- | | |
|---|--|
| <input type="checkbox"/> Terms and Conditions of the Lease | <input type="checkbox"/> Housekeeping Standards |
| <input type="checkbox"/> HHA Pet Policy | <input type="checkbox"/> Curfew and vehicle parking |
| <input type="checkbox"/> HHA Grievance Procedure | <input type="checkbox"/> Guests procedure |
| <input type="checkbox"/> Summary of Texas law on Truancy | <input type="checkbox"/> Move-in and Move-out procedures |
| <input type="checkbox"/> Information on Lead Poisoning | <input type="checkbox"/> Hardship Exemption |
| <input type="checkbox"/> Fair Housing/504 Information Sheet | <input type="checkbox"/> Information on Renter's Insurance |
| <input type="checkbox"/> House Rules, if applicable | <input type="checkbox"/> Tenant Orientation information |
| <input type="checkbox"/> Third-Party Utility Form | <input type="checkbox"/> Maintenance charges |
| <input type="checkbox"/> Security Deposit | <input type="checkbox"/> Smoke Detector Safety |
| <input type="checkbox"/> Care of Grounds | <input type="checkbox"/> Collection procedure |
| <input type="checkbox"/> Community Service Requirements | <input type="checkbox"/> Importance of Renter's Insurance |

STATEMENT ON RECEIPT OF INFORMATION:

Tenant certifies that a copy of the above information regarding lead poisoning has been provided as part of the move-in packet. The above information has been thoroughly explained and the Tenant understands the possibility that lead-based paint may exist in the unit.

Tenant Date Co-head of Household (if applicable) Date

Initials

**LEASE PART 2: Terms and Conditions
HOUSING AUTHORITY OF HOUSTON TEXAS**

THIS LEASE AGREEMENT (called the "Lease") is between the Houston Housing Authority (called "HHA" or the Agency) and the Tenant named in the Contract (called "Tenant").

HHA, relying upon data provided by the Tenant about income, family composition, and housing needs, leases to the Tenant, the property (called "premises" or "dwelling unit") described in Part 2 of the Lease, to be executed by the Tenant and HHA, subject to the terms and conditions contained in this Lease.

1. Lease Term and Amount of Rent

- (a) The initial term of this Lease is twelve (12) months, unless otherwise modified or terminated in accordance with Section 17. The Lease shall automatically be renewed for successive terms of one year.
- (b) At admission and each annual recertification the Tenant will be given a choice of paying an income-based rent or flat rent. The formula for income-based rent is established in Federal Regulations. Unless revised in the regulations, a Tenant pays the greater of 30 percent of adjusted monthly income or 10 percent of monthly income, but never less than the HHA minimum rent of \$50. Flat rent is a market-based rent that reflects the age, size, location, condition and amenities of each of HHA's developments.
- (c) Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". These families will pay a higher pro-rated rent based on the percentage of members who are eligible for housing assistance.
- (d) In developments with Tenant-paid utilities, only tenants who pay an income-based rent will receive a Utility Allowance. Flat rent payers do not receive a Utility Allowance.
- (e) The rent amount is stated in the Part 1 of the Lease. Rent shall remain in effect unless adjusted by HHA in accordance with Section 5 of this Lease. The amount of the rent shall be determined by HHA in compliance with the HUD regulations.
- (f) Rent is due and payable without demand on the first day of each month. Rent is considered late if not paid in full by the 5th business day of the month.
- (g) **Three late payments within any 12 month period shall be considered repeated late payment and shall be a serious lease violation and grounds for lease termination.**

2. Notice of Rent Adjustment

- (a) When HHA increases the amount of the rent, HHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase.
- (b) If rent decreases, HHA will reduce the rent on the first of the month after the circumstances leading to the decrease are reported by the Tenant.
- (c) Such circumstances must be verified by HHA before the decrease will be approved.

3. Charges in Addition to Rent

- (a) In addition to rent, the Tenant is responsible for the payment of other charges. The notice of charge shall advise the Tenant that he/she has the right to an explanation of the charge and that disputes concerning charges may be resolved through the Grievance Procedures.
- (b) Charges in addition to rent are due on the first day of the month after the charge is incurred provided that a minimum of 14 days notice has been given. The Tenant may be granted the opportunity to enter into a reasonable payment arrangement based upon the Tenant's adjusted income and payment history.
- (c) **Failure to pay charges in addition to rent in full when due is a serious lease violation and grounds for lease termination.**
- (d) Charges in addition to rent can include but are not limited to:

1. Excess Utility Charges: In units with utilities that are not billed directly to the Tenant, HHA will bill the Tenant monthly for utility usage in excess of the amount allowed (at check-metered developments) or for the use of major Tenant-supplied appliances (at developments without check meters). There are no excess utility charges when the Tenant pays utility charges directly to the utility supplier.
Maintenance costs. The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the **Tenant, tenant family, tenant's pet(s), or guests**. When such damage occurs, the Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by HHA or, when work is not listed on the Schedule of Maintenance Charges, the actual cost to HHA for the labor and materials needed to complete the work.
Insufficient Funds Charge: A fee of the greater of \$25 or the amount charged by the bank will be charged to the tenant for any check to HHA written by a tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check or money order.
Late Fees: A charge of \$15 will be due and payable for all rent not received within the first five days of the month. This applies when rent is late or not paid in full.
5. Installation charges: The Agency will charge the tenant for the actual cost of installing Tenant-supplied air conditioners.
6. Reasonable Accommodations: In levying charges in addition to rent, the Agency shall grant reasonable accommodation, at no charge to the Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.

4. Payment Location

Rent and other charges shall be paid at the location identified in Part 1 of this lease. All payments must be made by check, cashier's check or money order. No cash will be accepted.

5. Security Deposit

- (a) The Tenant agrees to pay, at the time of leasing, a security deposit. For Elderly and Disabled Families the amount of the security deposit shall be the greater of \$75.00 or one month's Total Tenant Payment. For non-elderly/non-disabled families the amount of the security deposit shall be the greater of \$150 or one month's Total Tenant Payment. The dollar amount of the security deposit is noted in Part 1 of the Lease.
- (b) If Tenant wishes to have a pet, Tenant agrees to pay a refundable pet deposit and a non-refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the deposit and fee are described in the Pet Policy.
- (c) If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit.
- (d) HHA will use the Security Deposit at the termination of this Lease:
 1. To pay the cost of any rent or charges that are due; and,
 2. To reimburse HHA for the cost of repairing any damages caused by the Tenant, tenant family, tenant's pet(s), or guests, beyond reasonable wear and tear.
- (e) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the unit. No refund of the Security Deposit shall be made until the tenant has vacated the unit and the unit has been inspected for damages.
- (f) After any deductions are made, HHA shall mail to the forwarding address provided by the Tenant, within 30 days of the Tenant vacating, a statement of the damages allegedly caused to the premises and cost of repair, and any remaining Security Deposit.

6. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility

Annual Re-examinations: The components of the mandatory annual re-examination are as follows:

- (a) The status of each family shall be reexamined at least once each year unless the family claims zero income, in which case the family's income will be reexamined every 90 days.
- (b) The Tenant must supply HHA with accurate written information about family composition, citizenship and/or immigration status and age of family members, income and source of income of all tenant family members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, any criminal activity by household members and appropriateness of dwelling size.
- (c) Failure to supply such information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease.
- (d) The Tenant agrees to comply with reasonable HHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by HHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the Tenant's needs.
- (e) During the annual re-examination, Tenants will be given the choice between:
 - (f) rent based on income; or
 - (g) a flat rent based on the value of the dwelling unit;
- (h) HHA shall notify each family in writing of the dollar amount of these two rent amounts.
- (i) To comply with Annual Re-examination requirements, HHA shall give the Tenant reasonable notice of what action(s) the Tenant must take and the date by which any such action must be taken for compliance under this section.
- (j) In accordance with Federal and state law, HHA will process any applicable earned income disallowance to a qualifying family that has experienced an increase in their earned income
- (k) HHA will not reduce any portion of rent if the welfare/public assistance benefits of a covered family are reduced when the welfare department verifies:
 - any failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or
 - welfare fraud.In either of the cases under number 9, the Tenant's monthly contribution toward rent may not be decreased during the period of reduction, to the extent that the decrease in income is a result of the benefits reduction.
- (l) If the Tenant challenges the welfare program grant reduction, the requirements of paragraph 9 shall not take effect until the results of the challenge are known.
- (m) Failure to cooperate with annual reexamination requirements or to misrepresent income or qualification for deductions is a serious lease violation and grounds for lease termination.

Interim Re-examinations: The components of interim re-examinations are as follows:

- (a) Between annual re-examinations, all changes in household composition must be reported in writing. **Certain changes require advance approval by HHA.** Tenants must report the following changes of household composition to the Property Manager within ten (10) calendar days of the occurrence:
 - Birth or adoption of children; and Court-awarded custody of children.
 - Other additions to the household require written approval by HHA **before** the changes of household composition are made. See section 11 of this lease for details.
 - **Failure to obtain advance permission to allow other persons to move into the dwelling unit is a serious lease violation and grounds for lease termination.**
- (b) In accordance with Federal and state law, HHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income. Tenants must report timely in accordance with Section 5(c) (1), in order to ensure full benefit of income disallowance.
- (c) HHA will process an interim reduction in rent if the Tenant has a decrease in income or change in

- household composition or circumstances that results in a decrease in income-based rent.
- (d) Between annual re-examinations the Tenant may be switched from a flat rent to an income-based rent upon a showing of financial hardship.
 - (e) Agency will grant a hardship exemption to a qualifying tenant who is paying the minimum rent.
 - (f) The Tenant paying Flat Rent or Minimum Rent must request the hardship exemption.
 - (g) A hardship occurs when Tenant experiences a loss income that will last more than 90 days because;
 - (1) The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;
 - (2) A person with income leaves the tenant family;
 - (3) There is a death in the Tenant family;
 - (4) The Tenant would be evicted because of being unable to pay either the Flat Rent or the Minimum Rent;
 - (h) Minimum rent payers will be granted an automatic 90 day exemption period. HHA will verify the Tenant's hardship claim and, if the Tenant does not qualify for a hardship exemption because the hardship will not last for 90 days or more, HHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. HHA will enter into a Repayment Agreement for any rent not paid during the 90 day period. When the hardship will last for 90 days or more, the tenant's rent will be based on the greater of 30 percent of adjusted monthly income or 10 percent of monthly income.
 - (i) Flat rent payers who qualify for the hardship exemption will be required to provide necessary documentation of income and deductions so that HHA can compute an accurate income-based rent.
 - (j) If a Tenant (other than a Flat or Minimum Rent payer) is granted a reduction in rent between annual re-examinations, the Tenant is then subject to an Interim increase in rent if Tenant's income increases.
 - (k) HHA will process an interim increase in rent if the tenant receives HHA's permission to add an adult member with income to the lease;
 - (l) HHA will process an interim increase in rent if the Tenant's earned or unearned income increases by more than \$200 per month.
 - (m) HHA will process an interim increase in rent if the HHA discovers that the Tenant has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for Lease termination in accordance with Section 15 of this Lease.
 - (n) HHA will process an interim increase in rent if HHA verifies that a Tenant claiming zero income has either monetary or non-monetary income.

Effective Dates of Rent Changes :Changes in monthly rent will become effective when:

- (a) **Timely Reporting** (Within 10 calendar days of the occurrence)
 - Decreases - 1st day of the month after the decrease in income is first reported to the Property Manager.
 - Increases - 1st day of the second month following the increase in income.
- (b) **Late Reporting** (After 10 calendar days of the occurrence)
 - Decreases - The Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the Property Manager. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
 - Increases - The Tenant will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported. (d) Retroactive rent charges will be applied only where it is found that the Tenant has misrepresented the facts on which the rent is based so that the rent the Tenant is paying is less than the rent the Tenant should have been charged; or is late in reporting in accordance with Section 5(c) of this Lease. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.

Notice of Rent Adjustments and Grievance Rights:

The Tenant will be notified in writing of any rent adjustment due to annual or interim re-examinations. All notices will state the effective date of the rent adjustment. The Tenant may ask for an explanation stating the specific grounds of the HHA determination concerning rent, dwelling size or eligibility, and if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the HHA Grievance Procedures.

7. Utilities and Appliances

- (a) HHA-supplied utilities: If indicated by an (X) in paragraph 10(a) of this Lease, the Agency will supply the indicated utility (electricity, gas, water, sewer service, or trash collection). Tenant will pay directly for all other utilities. The Agency will not be liable for any disruptions in service or failures of the utility service provided by the Agency. Utilities shall be used for normal household purposes only. Tenant agrees not to waste any utilities provided by the Agency and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels.
- (b) HHA-supplied appliances: Unless indicated by an (X) in paragraph 10(c) of Part 1 of this Lease, the Agency will provide a cooking range, refrigerator, and, in certain developments, an air conditioning unit. Other major electrical appliances, air conditioning units, freezers, extra refrigerators, washers, dryers, etc. may be installed and operated only with the advance written approval of the Agency. All air conditioning units must be professionally installed by an Agency-approved contractor or by Agency maintenance personnel for a reasonable fee.
- (c) Tenant-paid utilities: If Tenant resides in a development where the Agency does not supply electricity, gas, water, sewer service or trash collection, the Agency shall establish a monthly dollar amount as an Allowance for Tenant Supplied Utilities. The amount shall be appropriate for the size and type of dwelling unit occupied by the Tenant. The Total Tenant Payment less the Utility Allowance shall equal the Tenant Rent. If the Allowance for Utilities exceed the Total Tenant Payment, the Agency will pay a monthly Utility Reimbursement to the Tenant or the utility supplier each month. Tenant's who choose Flat Rents (not income-based rents) receive no utility allowance.
- (d) The Agency may change the Utility Allowance at any time during the term of the lease and shall give the Tenant 60 days' written notice of the revised Utility Allowance, along with any changes in Tenant Rent or Utility Reimbursement.
- (e) Tenant is responsible for paying the utility bill, related deposits and charges, if applicable. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.
- (f) Tenant will not allow utilities to be disconnected by any means (including by the utility supplier for non-payment) until the end of the lease term.
- (g) **Failure to pay keep utilities connected is a serious lease violation and grounds for lease termination.**

8. General Conditions For Use and Occupancy of the Dwelling Unit

- (a) The dwelling unit shall be the sole place of residence of the Tenant Household.
- (b) The Tenant shall have the right to exclusive use and occupancy of the dwelling unit for the Tenant and other authorized tenant members named in Part II of this lease. The Tenant shall not assign the Lease, nor sublease the dwelling unit.
- (c) The dwelling unit must be used only as a private residence, solely for the Tenant and the tenant family members named on the Lease. HHA may, by prior written approval, consent to the Tenant's use of the dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- (d) If during the term of the lease, Tenant, by reason of physical or mental impairment, is unable to comply with the material provisions of this lease and Tenant cannot make arrangements for someone to aid him/her in complying with the lease, and the Agency has complied with all

applicable statutes, laws and regulations that would enable Tenant to comply with the lease, Agency will assist the Tenant, or a designated member of the Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Agency will work with appropriate agencies to obtain suitable housing and will terminate this lease in accordance with Section 17 of the lease.

- (e) In HHA properties, the Tenant shall have the right to accommodate individual overnight guests or visitors for a period not exceeding 14 calendar days in any twelve-month period. If the Tenant wishes the guest to remain longer than 14 calendar days in any twelve-month period, the Tenant must submit a written request to the Property Manager asking for permission to extend the time period. HHA will not unreasonably deny an extension.
- (f) HHA will not unreasonably deny an extension.
- (g) **Failure to obtain Agency permission for visits longer than 14 days in a calendar year is a serious lease violation and grounds for lease termination**
- (h) The Tenant shall promptly provide information related to income, family composition and circumstances when requested by HHA to determine eligibility, rent and adequacy of unit size.

9. Housing Transfers

The Tenant can be relocated to another unit in the same or to a different development under HHA's transfer policy.

- (a) Emergency transfers are mandatory transfers that are implemented when unit or building conditions pose an immediate threat to Tenant life, health, or safety (examples: fire, flood, lack of heat) or administrative transfers to resolve problems of a life-threatening nature that are not related to building or unit as determined either by HHA or in a legal proceeding. The Tenant shall receive prior written notice, to the extent practicable. However, HHA will not provide prior written notice in situations where HHA has little or no warning of the condition or situation that results in an emergency.
- (b) Administrative transfers are mandatory transfers initiated by HHA. These include:
 - 1. Priority 1 Voluntary administrative transfers to move tenants with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current units, or mandatory transfers of Tenants without disabilities out of a unit with accessible features to permit a Tenant with disabilities to occupy the unit.
 - 2. Priority 2 Mandatory in two sub priorities described below:
 - a. Sub priority A: Transfers to permit unit modernization, rehabilitation, demolition, disposition, or revitalization;
 - b. Sub priority B: Transfers for over-housed or over-crowded families;
- (c) Tenant-Initiated transfers are non-mandatory transfers available to lease-compliant Tenants that have resided in a development for at least one year and would like to transfer to another unit in the same or different development.
- (d) Prior to a transfer to another unit or development, Tenants shall receive a minimum of 30 days written notice, or longer as provided in the Admissions and Occupancy Policy. Exceptions may be made, such as when the transfer is in response to problems of a life threatening nature; threat of attack by criminal elements; documented domestic violence; and witness protection orders.
- (e) Under the Emergency and Administrative Transfer category, Tenants are required to transfer to another unit.
- (f) Costs for Priority 1 Administrative transfers to move a Tenant with a disability to a more suitable unit, or a Tenant without a disability out of an accessible unit, or to permit modernization, rehabilitation, demolition, disposition or revitalization shall be paid by the Agency. The agency shall also pay for the costs of emergency transfers when the emergency is due to unit conditions beyond the control of the Tenant.
- (g) Tenant must bear the cost of transfers for over-housed or over-crowded families.
- (h) Mandatory transfers are subject to the Grievance Procedure and no transfers may be made until

the time to request a grievance has expired or the procedure has been completed.

- (i) **Failure by the Tenant to comply with a mandatory transfer is grounds for termination of this Lease.**

10. HHA Obligations

HHA is Obligated:

- (a) To maintain the dwelling unit, common areas and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition.
- (b) To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the dwelling unit.
- (d) To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (stove and refrigerator), including elevators supplied or required to be supplied by HHA. In multi-story buildings, HHA agrees to keep the stairwells clean and free of debris.
- (e) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section 8 of this Lease To supply running water and reasonable amounts of hot and cold water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- (f) To notify the Tenant of the specific grounds for any proposed adverse action by HHA, and when applicable, to give the Tenant an opportunity for a hearing under the HHA Grievance Procedures.
- (g) To post in the HHA management offices copies of all rules, regulations, schedules of charges and other documents that are part of this agreement and to make these available to Tenant.
- (h) Accommodations for Tenants with Disabilities. Upon request by a Tenant with disabilities, or the head of the household on behalf of a family member with disabilities, HHA will provide reasonable accommodations. HHA may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. HHA is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.
- (i) To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or an Administrative transfer.
- (j) To provide adequate explanation of the Lease provisions either before move-in or at the time of move-in. To enforce the terms of this Lease fairly, impartially, and in good faith.

11. Tenant's Obligations

Tenants, their family members, guests and other persons under the control of the Tenant are obligated:

- (a) Not to assign this lease, sublease the unit, or provide accommodation to roomers, boarders, or lodgers; Not to give accommodation to long-term guests without the express written consent of HHA; Not to permit the use of the unit as a mailing address for persons other than those listed on Part 1 of this lease; To notify the HHA of any additions to the household by birth, adoption or Court-awarded custody; To refrain from permitting other persons to join the household without first undergoing screening by the HHA, except as provided in Section 9(a).
- (b) To maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by applicable provisions of the building, housing, fire and health codes materially affecting health and safety, and to allow HHA to make necessary inspections of the Tenant's dwelling unit; To maintain the premises assigned to the Tenant in a clean and safe condition that does not

contribute to vermin infestation or other health or safety hazards; To refrain from and to cause authorized tenant members, guests and other persons under the control of the Tenant to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, common areas or development.

- (c) To keep such areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition; To maintain the yards assigned to him/her in a neat and orderly manner; To pick up and remove trash and mow the yard assigned to his/her unit. Upon written approval by HHA's 504/ADA Coordinator, as a reasonable accommodation, Tenants with disabilities shall be exempt from this obligation.
- (d) Not to obstruct sidewalks, areaways, galleries, passages, elevators, or stairs and not to use these areas for purposes other than coming into and going out of the dwelling unit.
- (e) Not to dispose of litter on the grounds of the property and to cause Tenant's household members, guests and other persons under Tenant's control to refrain from littering.
- (f) To refrain from placing signs of any type in or about the dwelling unit except those specifically approved by the Agency.
- (g) Tenants living in scattered site units must comply with all applicable deed restrictions established by the applicable Neighborhood Association. The deed restrictions are incorporated herein and made a part of this lease. Violation of a deed restriction shall put the Tenant in default of this lease and the HHA may terminate the lease.
- (h) Not to disconnect, disable or remove the batteries from any smoke detector and to replace the battery when needed.
- (i) To notify HHA promptly upon observing vermin or when repairs are needed to the premises.
- (j) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances including elevators.
- (k) To pay reasonable charges for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by the Tenant, household members, guests or other persons under the Tenant's control.
- (l) To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner. To use no candles, incense, or other items with high heat or open flame in the dwelling unit. To refrain from hanging things from or tampering with any sprinkler system.
- (m) To make no alterations or repairs or redecoration to the interior of the dwelling unit, including nails, screws, brackets, or fasteners on any part of the dwelling unit (except for a reasonable number of adhesive picture hangers), nor to install additional equipment or major appliances, including air conditioners, without written consent of HHA. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of HHA without compensation.
- (n) To make no changes to locks or install new locks or anti-theft devices without HHA's written approval.
- (o) To refrain from parking any vehicles in any right-of-way or fire lane or other HHA property not designated for parking purposes. To park in resident parking spaces only (not visitor spaces) and only after receiving an HHA parking sticker. Not to bring any vehicle onto HHA property unless Tenant has a valid driver's license, is insured to drive the vehicle and the vehicle has valid registration. Any inoperable or unlicensed vehicle as described above will be removed from HHA property at the Tenant's expense. Automobile repairs are not permitted on HHA property
- (p) To refrain from having a waterbed on the premises. To remove from HHA property any vehicles owned or in the control of the Tenant, that are without valid registration and inspection stickers
- (q) To abide by the necessary and reasonable regulations and house rules established by the HHA, for the benefit and well being of the housing development and the Tenants, which shall be posted in the management office and incorporated by reference in the Lease. Tenant is encouraged to familiarize himself/herself with these rules and regulations. **Violations of house rules constitutes a violation of the lease and may result in lease termination.**
- (r) To refrain from use of alcoholic beverages in the common areas of the development, and to refrain from breaking glass containers in the common areas of the development.
- (s) To act and cause authorized tenant members, guests and other persons under the Tenant's control to act, in a manner that will not disturb other Tenants' peaceful enjoyment of their

accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other Tenants, HHA employees, or persons residing in the immediate vicinity of the premises

- (t) To refrain from and cause Tenant, family/household members, guests and other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to:
1. Engaging in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of HHA's premises by other Tenants, HHA employees, agents of HHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the Lease;
 2. Engaging in any violent criminal activity or other activity that threatens the life, health or property of other Tenants, HHA employees, or persons residing in the immediate vicinity of the premises;
 3. Engaging in any drug-related criminal activity on or off HHA premises; for purposes of the Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance;
 4. **If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the premises of Federally assisted housing, the lease shall be terminated immediately.**
 5. **If Tenant, household members, guests or other persons under Tenant's control have a lifetime registration requirement under State Sex Offender registration laws, the lease shall be terminated immediately.**
 6. Unless required by lawful employment, displaying anywhere on HHA property any legal firearms (operable or inoperable) or other weapons. Tenants may own legal firearms in compliance with State and local laws.
 7. Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife or knuckles as those terms are defined in Section 46.01 of the Revised Texas Penal code. This also prohibits the use of any BB gun or pellet guns on HHA property; and
 8. Owning or possessing illegal weapons on HHA property;
 9. Causing any fire on HHA premises, either intentionally or through negligence or careless disregard.
- (u) To keep dogs, cats, or other common household animals on the premises, only in accordance with HHA's Pet Policy. The Pet Policy requires HHA's prior written consent and approval of a pet application, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health and hygiene.
- Violations of the Pet Policy may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.**
- (v) To ensure that authorized Tenants between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance the anti-truancy statutes of the State of Texas, and to ensure that minor children do not violate the Curfew Policy.
- (w) To comply with the HHA's Community Service requirements as stated in Section 21 of this Lease.
- (x) To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.

(y) Failure by the Tenant to comply with these Tenant Obligations is grounds for termination of this Lease.

12. Changes in the Household

- (a) Children born to or adopted by family members listed on the lease and children whose custody is awarded to the family by a court of competent jurisdiction will automatically be added to the Lease upon notification by Tenant to HHA.
- (b) All other additions to the household, including but not limited to foster children, foster adults, and Live-in Aides require the prior written approval of HHA. For new family members age 15 and older, including Live-in Aides, such approval will be granted only if the new family member meets HHA's applicant screening criteria and the addition of the new family member does not overcrowd the unit.
- (c) Prior approval to add a Live-in Aide is required and shall not be unreasonably refused. A Live-in Aide is a person who resides with an elderly Tenant or Tenant with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of the Tenant, is not obligated for the support of the Tenant, and who would not be living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members.
- (d) HHA shall approve or disapprove a Tenant's request to allow a person to move into the dwelling unit within 30 business days of receipt of the written request. This time period can be extended if there is a delay beyond the control of HHA or the tenant. If HHA makes no decision within the time period, or any extensions, set forth in this subparagraph, then the Tenant's request shall be deemed approved.
- (e) Authorized Tenants who move out of the dwelling unit, for any reason, shall be reported by the Tenant to HHA in writing, within 10 days of the occurrence.
- (f) Remaining family members. If the head of household dies or leaves the unit for any reason other than lease termination or enforcement, continued occupancy by remaining household members is permissible only if there is one or more household members on the Lease and living in the household who passes screening and is 18 years of age or older or an emancipated minor. Eviction proceedings can be commenced if
 - 1) the remaining household members fail to inform HHA within 30 days of the death or departure of the former head of household;
 - 2) there is no family member qualified to sign a new lease, or
 - 3) after the remaining family member's approval to assume the lease obligations, her/she fails to sign a new Lease within 30 days and/or
 - 4) the only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
 - 5) To notify the HHA of any additions to the household by birth, adoption or Court-awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the HHA, except as provided in Section 9(a).
- (g) HHA may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, HHA will consider whether there is any remaining member capable of executing a Lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet HHA's applicant screening criteria. A new head of the household added to the Lease under the above paragraph(s) f. and g. will be charged for any arrearages incurred by the former head of household. HHA reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.
- (h) If this Lease is an extension of occupancy by the Tenant's household under a prior Lease or Leases with HHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

13. Entry of Premises During Tenancy

- (a) Upon applicable and/or reasonable notice, any duly employee, or contractor of HHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.
- (b) When the Tenant calls to request maintenance on the dwelling unit, HHA shall acknowledge receipt of the request within 24 hours. A request for maintenance constitutes permission for HHA to enter the unit and perform the maintenance. If the Tenant is not at home when HHA performs requested maintenance, HHA shall leave a copy of completed work order in the unit.
- (c) For reasons other than requested maintenance, HHA shall give all Tenants a minimum 48 hours' written notice that HHA intends to enter the dwelling unit and state the reason for entry. Tenants with disabilities will be provided notice in the formats they request.
- (d) HHA may enter the Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the safety and/or welfare of Tenants and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- (e) If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, HHA shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

14. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

- (a) HHA Responsibilities and Services: HHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the Tenant. If the damage was caused by the Tenant, family members, tenant's pet(s), guests, or other person under the Tenant's control, the reasonable cost of the repairs shall be charged to the Tenant. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time, HHA shall offer the Tenant decent, safe and sanitary alternative accommodations.
- (c) If repairs cannot be made by HHA within a reasonable amount of time, and decent, safe and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
- (d) No abatement of rent shall occur if the Tenant rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by the Tenant, family members, tenant's pet(s), guests, or other person under the Tenant's control.
- (e) If the Tenant's dwelling unit is uninhabitable or is hazardous to life, health and safety, and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused, and the Tenant refuses to leave the unit until it is repaired, the Tenant's lease may be terminated.
- (f) Tenant Responsibilities: Tenant shall immediately notify the Property Manager of the damage when the damage is hazardous to life, health or safety of the occupants.
- (g) The Tenant agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- (h) HHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to the Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of HHA, the HHA's representatives or agents.
- (i) All accidents involving injury or loss of property to the Tenant authorized members, tenant's pet(s) or guests must be reported, verbally or in writing, to the Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the HHA with respect to said

damages or injury.

15. Mildew

- (a) In warm, moist climates such as Houston's summer climate, mildew is found virtually everywhere. To avoid the growth of mildew, Tenant is obligated to take certain precautions:
 - 1) Pay attention to and report to HHA any leaks, flooding, overflows, or signs of mildew;
 - 2) Report leaks from all sources, including roofs, plumbing and fixtures, water heaters, air conditioning units, appliances, windows and doors;
 - 3) Promptly clean up and dry spills from cooking, over watered plants, wet clothing, pet urine, beverage spills and steam from open pot cooking.
- (b) Failure to notify HHA within 24 hours of water problems that lead to severe mildew will make the Tenant responsible for the cost of repairing property damage and is a serious lease violation that can result in lease termination.

16. Inspections

- (a) Move in Inspections: HHA and the Tenant or his/her representative shall inspect the dwelling unit before occupancy. HHA may photograph the unit at the move-in inspection. HHA shall give the Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by HHA and the Tenant or his/her representative and a copy of the statement will be retained in the Tenant's folder. Any deficiencies noted on the inspection report will be corrected by HHA at no charge to the Tenant prior to move-in or within ten (10) business days after move-in, provided the defect does not render the unit uninhabitable. If HHA fails to correct the deficiencies within ten (10) business days of the move-in, the Tenant may exercise the remedy described in Section 12(c).
- (b) Annual Inspections. An annual inspections will be conducted for all Tenants. Tenants will be notified at least 48 hours in advance of the annual inspection. At least one inspection shall be conducted of all occupied units, structures and systems using the Uniform Property Condition Survey (UPCS).
- (c) Besides the UPCS inspection, HHA shall conduct at least one housekeeping inspection each year to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. HHA will provide the Tenant with a written statement regarding dwelling unit conditions. Further, HHA shall request work orders for all items found to be in disrepair.
- (d) HHA will use the annual housekeeping inspection to assess the Tenant's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this Lease. When housekeeping is a problem, HHA will notify the Tenant in writing of the housekeeping problems and identify the measures and time period provided to abate unsatisfactory conditions.
- (e) Interim Inspections: HHA will conduct interim inspections to follow up to any housekeeping problems found during the annual inspections. Tenants notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.
- (f) Move-out Inspection: HHA will inspect the dwelling unit at the time the Tenant vacates and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. In order to protect the Tenant's rights, the Tenant and/or representative may join in such inspection, unless the Tenant vacates without notice to HHA.
- (g) **All Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.**
- (h) **Failure to permit inspection of the dwelling unit is a serious lease violation and grounds for lease termination.**

17. Notice Procedures

- (a) Tenant Responsibility - Any notice to HHA must be in writing, delivered to the Management

- Office or to HHA's central office personally or sent prepaid first-class mail, properly addressed.
- (b) HHA Responsibility - All notices to the Tenants must be in writing, except notices to Tenants with disabilities, which must be in the accessible format requested by the Tenant. Notices will also be available in Spanish or other languages as needed.
 - (c) Notices for lease termination or non-renewal must be personally served upon the Tenant or upon any adult member of the household residing in the dwelling unit or sent by certified mail with a return receipt signed by addressee. If no one is in actual possession of the premises, the notice of termination may be posted on the premises. An adult is a person 18 years of age or older or an emancipated minor who is head of household.
 - (d) Notices, other than notices for lease termination or non-renewal, may be delivered by hand to the Tenant or any adult member of the Tenant's household or sent by first-class mail.
 - (e) Unopened, cancelled first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

18. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by HHA and the Tenant:

- (a) The Tenant may terminate this Lease at any time by giving 30 days' written notice. Failure to give the said notice to management may result in additional rent being charged to the Tenant's account: The Tenant is responsible for the final month's rent until the vacate date. Tenant shall leave the unit and all other areas assigned to him/her for maintenance in clean condition except for normal wear and tear and shall return the keys to HHA before leaving. The security deposit may not be used for the rent or other charges while the tenant occupies the unit. If Tenant fails to give 14 day notice, HHA may charge the Tenant 14 days' rent from the date HHA learns the unit is vacant.
- (b) This Lease may be terminated by HHA only for serious or repeated violations of material terms of the Lease, or for other good cause. Examples of behavior for which the lease can be terminated include but as not limited to failure to make payments due under the Lease or failure to make utility payments when the utility connection is in the Tenant's name and/or failure to fulfill Tenant obligations set forth above. A Tenant who gets 3 Notices of Termination for late rent payments in one 12-month period will be subject to termination of the Lease.
- (c) The Lease will also be terminated if:
 - 1. the Tenant allows an individual to reside in the unit who has not satisfied the screening requirements established by HHA.
 - 2. The Tenant fails to provide complete and accurate information about income, deductions from income, family composition or family circumstances when requested to do so by HHA.
 - 3. the Tenant falsifies documents regarding any family member's use of an illegal controlled substance or abuse of alcohol.
 - 4. the Tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he flees, or for violating a condition of probation or parole imposed by Federal or State law.
 - 5. there is any criminal activity engaged in by the Tenant, any member of the household, a guest, or another person under the Tenant's control that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, HHA employees, or persons residing in the immediate vicinity of the premises; or
 - 6. there is any drug-related criminal activity on or off the premises by the Tenant, any member of the household, a guest, or another person under the Tenant's control.
 - 7. The HHA will not be required to prove that the Tenant knew, or should have known, that the member of the household, guest, or another person under the Tenant's control was engaged in the prohibited activity. However, the Tenant may raise as a defense that the Tenant did not know, nor should have known, of said criminal activity. Such a defense must be proven by the Tenant by the preponderance of the evidence.
- (d) In deciding to evict for criminal activity, HHA shall consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the

effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, HHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. HHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.

- (e) The Agency will not evict Tenant for criminal activity when the Tenant is verified to be the victim of domestic violence, dating violence or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence or stalking. If the abuser is verified to be a family member, the Tenant may remove the abuser from the lease and remain in the unit. Nothing in this lease can be construed to limit the authority of Agency to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other tenants, staff or those providing service to the property.
- (f) This Lease may be terminated or will not be renewed by HHA if non-exempt adult members of the Tenant Family are not in Compliance with the Community Service requirements described in Section 21.
- (g) HHA shall give written notice of lease termination in English or Spanish or other language as needed or, in the case of a Tenant with a disability, in an accessible format, of:
 - 1) 14 days in the case of failure to pay rent;
 - 2) Three days when the health or safety of other Tenants, HHA employees, or persons residing in the vicinity of the premises is threatened, or for any drug-related activity;
 - 3) 30 days in any other case.
- (h) The Notice of Lease termination shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Agency documents directly relevant to the termination. In addition, when the Agency is required to offer the Tenant an opportunity for a grievance hearing, the notice shall inform the Tenant of the right to request such a hearing in accordance with the HHA Grievance Procedure. Notice to Vacate may be combined with a run concurrently with the Notice of Lease Termination.
- (i) When HHA is required to offer the Tenant the opportunity for a grievance hearing, and the Tenant has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed.
- (j) HHA excludes from the HHA Grievance Procedures lease enforcement actions related to any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, HHA employees, or agents of HHA, or persons residing in the immediate vicinity. HHA also excludes from the HHA Grievance Procedures any drug-related criminal activity on or off premises. In lease terminations for these violations, the Notice of Lease Termination shall state that the Tenant is not entitled to a Grievance hearing and shall specify the judicial eviction procedure to be used by the Agency. HUD has determined that this eviction procedure provides the opportunity for a hearing in a Court that contains the basic elements of due process.
- (k) The Tenant or HHA may give notice of termination on any day of the month.
- (l) HHA may evict the Tenant from the dwelling unit only by bringing a court action.
- (m) If HHA files an eviction action against a Tenant, the Tenant will be liable for costs awarded by the Court, including Attorney's fees, unless the Tenant prevails in the action.
- (n) This lease shall terminate upon abandonment of the premises by Tenant.

19. Grievance Procedure and Requirements

- (a) Disputes arising under this Lease shall be resolved pursuant to the HHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference. Lease termination for any reason set forth in section 15(c 4, 5, and 6) shall be excluded from the HHA's Grievance Procedure.
- (b) In the case of a proposed adverse action including a proposed Lease termination, HHA shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired or, where applicable, the grievance process has been completed.

20. Notice to Post Office

When HHA evicts a Tenant for engaging in any criminal activity, HHA shall notify the local Post Office serving the dwelling unit so that the Post Office will stop delivering mail for such person at the unit and the person will not return to the community to pick up mail.

21. Lease Modifications and Riders

Any modification of this Lease must be by a written rider to the Lease executed by HHA and the Tenant, the only exception being for modifications of rent pursuant to Section 5. of this Lease.

22. Non-waiver of Rights

The failure of HHA to exercise any right or remedy as provided in this lease shall not affect the right to do so at any later date.

23. Non-Liability

Tenant acknowledges that any security measures provided by the Agency will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. The Agency will not be liable to any Tenant, family/household member, or guest for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. The Agency will not be liable to Tenant, any family/household member or guest for personal injury or damage or loss to personal property from fire, water leaks, explosions, or natural causes including rain, hail, ice, snow, smoke, lightning, wind and interruption of utilities. Tenants are strongly urged to secure renter's insurance to protect against the losses mentioned above. If information regarding Tenant, Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes Agency to provide the information.

24. Abandonment

- (a) The Tenant shall be deemed to have abandoned the dwelling unit when the Tenant has moved out. When HHA questions whether the unit has been abandoned, HHA will secure the apartment against vandalism and post a notice of planned entry on the door. If, after 2 days, there is no response to the notice and inspection shows that all or most of the Tenant's property has been removed or rent is not paid, HHA will conclude the unit has been abandoned.
- (b) 2 days after the Tenant has abandoned the dwelling unit, HHA will remove and store any personal property remaining in the dwelling unit for 10 days, after which HHA will dispose of the property.

25. Community Service Requirements/Economic Self-Sufficiency Programs

- (a) HHA's Neighborhood Service requirements and Economic Self-Sufficiency programs mandate that each adult household member not eligible for an exemption shall contribute 8 hours per month of some combination of community service within their community, or Economic Self-Sufficiency activity, both as defined in the Admissions and Continued Occupancy Policy.
- (b) If the Tenant does not comply with Community Service requirements or Economic Self-Sufficiency programs, HHA will either terminate the lease or not renew or extend the Tenant's Lease upon expiration of the Lease term and shall take such action as is necessary to terminate the tenancy of the household.
- (c) Based on consideration of the Tenant's efforts to comply with this Section, the HHA reserves the right to enter into a written agreement with the Tenant before the expiration of the Lease term to cure any non-compliance with neighborhood service or economic self-sufficiency programs.

HOUSTON HOUSING AUTHORITY

Public Housing Grievance Policy

HOUSTON HOUSING AUTHORITY

Public Housing Grievance Policy

1. Definitions applicable to the grievance procedure:

- A. Grievance: Any dispute a Tenant may have with respect to an HHA action or failure to act in accordance with the individual Tenant's lease or HHA regulations that adversely affects the individual Tenant's rights, duties, welfare or status.
- B. Complainant: Any Tenant (as defined below) whose grievance is presented to the HHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
- C. Elements of due process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the Tenant to be represented by counsel;
 - (3) Opportunity for the Tenant to refute the evidence presented by the HHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
 - (4) A decision on the merits of the case.
- D. Hearing Officer: A person selected in accordance with HUD regulations and this procedure to hear grievances and render a decision with respect thereto.
- E. Tenant: The adult person (or persons, other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the HHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
- F. Resident Organization: An organization of residents, which also may include a resident management corporation.

II. Applicability of this grievance procedure

In accordance with the applicable Federal regulations this grievance procedure shall be applicable to all individual grievances (as defined in Section I above) between Tenant and the HHA with the following two exceptions:

- A. Because HUD has issued a due process determination that the law of the State of Texas requires that a Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as

defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the HHA, or
- (2) Any drug-related criminal activity

- B. The HHA grievance procedure shall not be applicable to disputes between Tenants not involving the HHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the HHA's Board of Commissioners.

This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations.

Any changes proposed in this grievance procedure must provide for at least 30 days notice to Tenants and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the HHA before any revisions are made to the grievance procedure.

111. Informal settlement of a grievance

Any grievance must be personally presented, either orally or in writing, to the management office of the development in which the complainant resides **within ten days after the grievable event.**

Grievances related to complaints about operational matters that are received by the HHA's central office will be referred to the management of the development in which the complainant resides.

As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that neither of the exclusions in paragraphs II.A or II.B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the HHA's grievance procedure, with the reason therefor.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within ten working days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

Within five working days following the informal discussion, the HHA shall prepare and either hand deliver or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file. A receipt signed

by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion. [966.55 (a)]

IV. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides **no later than five working days after the summary of the informal hearing is received.**

The written request shall specify:

The reasons for the grievance;

The action of relief sought from the HHA; and

Several dates and times **in the following ten working days** when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the HHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, HHA and the hearing officer, **but in no case later than ten working days** after the HHA received the complainant's request.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the Manager's decision rendered at the informal hearing becomes final and the HHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he/she failed to proceed in accordance with this procedure.

Failure to request a grievance hearing does not affect the complainant's right to contest the HHA's decision in a court hearing.

V. Selecting the Hearing Officer

A grievance hearing shall be conducted by an impartial person or persons appointed by the HHA after consultation with resident organizations, as described below: The HHA has full time employees who will hear formal grievances. Either the Administrative Council or the Hearing Officer may hear formal grievances. Neither of these individuals will hear grievances in which they have been involved in any capacity prior to the formal hearing.

VI. Escrow deposit required for a hearing involving rent

Before a hearing is scheduled in any grievance involving the amount of rent which the HHA claims is due under this lease, the complainant shall pay to the HHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.

This requirement will not be waived by the HHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption. **In this case only**, rent need not be escrowed.

VII Scheduling hearings

When a complainant submits a timely request for a grievance hearing, the HHA will immediately contact the Hearing Officer to schedule the hearing within the following ten working days on one of the dates and times indicated by the complainant.

Once the hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

VIII. Procedures governing the hearing

The hearing shall be held before a hearing officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any HHA documents, including records and regulations, that are directly relevant to the hearing.

The Tenant shall be allowed to copy any such document at the Tenant's expense. If the HHA does not make the document available for examination upon request by the complainant, the HHA may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the HHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the HHA or project management relies; and
- D. A decision based solely and exclusively upon the fact presented at the hearing.

The hearing officer may render a decision without proceeding with the hearing if he/she determines that the issue has been previously decided in another proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the HHA must sustain the burden of justifying the HHA action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The hearing officer shall require the HHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or the HHA may arrange in advance, at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

The HHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant that is required under this procedure must be in an accessible format.

If a hearing officer fails to disqualify himself/herself as required in Section V.A., the HHA will remove the hearing officer, invalidate the results of the hearing and schedule a new hearing with a new hearing officer.

XI. Failure to appear at the hearing

If the complainant or the HHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing **for not to exceed five business days**, or may make a determination that the party has waived his right to a hearing.

Both the complainant and the HHA shall be notified of the determination by the hearing officer; Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the HHA's disposition of the grievance in court.

XII. Decision of the hearing officer

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision **within ten working days** after the hearing. A copy of the decision shall be sent to the complainant and the HHA.

The HHA shall retain a copy of the decision in the Tenant's folder. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by the HHA and made available for inspection by a prospective complainant, his representative, or the hearing officer.

The decision of the hearing officer shall be binding on the HHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the HHA's Board of Commissioners determines within ten working days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern HHA action or failure to act in accordance with or involving the complainant's lease or HHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the HHA.
- C. A decision by the hearing panel or officer or Board of Commissioners in favor of the HHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later.

HOUSTON HOUSING AUTHORITY

504 REASONABLE ACCOMMODATION HOUSING POLICY AND PROCEDURES

**HOUSTON HOUSING AUTHORITY
504 REASONABLE ACCOMMODATION HOUSING
POLICY AND PROCEDURES**

**May 18, 2004
Revised July 18, 2005**

POLICY STATEMENT

The Houston Housing Authority (“the Authority”), is dedicated to ensuring that individuals with disabilities are not discriminated against on the basis of disability, in connection with the operation of its programs, services and activities. Therefore, if an individual with a disability requests an accommodation such as an accessible feature in a rental housing unit or a modification to the common area, the Authority will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden.

A copy of the 504 Reasonable Accommodation Housing Policy and Procedures (Policy) shall be posted in the Houston Housing Authority Administrative Offices located at 2640 Fountainview, Houston Texas 77057; the offices of the private management companies; and, the management office in each public housing development. In addition, individuals may obtain a copy of this Policy, upon request, from their property manager or the Housing Authority Administration Office.

LEGAL AUTHORITY

This Policy is in compliance with the statutory authority listed below:

1. Section 504 of the Rehabilitation Act of 1973 (Section 504);
2. Title II of the Americans with Disabilities Act of 1990 (ADA);
3. The Fair Housing Act of 1968, as amended (Fair Housing Act);
4. The Architectural Barriers Act of 1968
5. 24 C.F. R. Part 8 etc.

MONITORING

The Section 504/ADA Administrator is responsible for monitoring compliance with this Policy and is available to applicants, residents, program participants and staff for discussing issues and questions regarding this Policy, its interpretation or implementation. The current Section 504/Administrator is:

Kathryn Van Nostrand
Houston Housing Authority

2640 Fountainview
Houston, Texas 77057
(713) 260-0819 (Office)
(713) 260-0547 (TTY)

Each public housing applicant shall be provided with, a copy of the Notice to Houston Housing Authority Public Housing Applicants and Residents Regarding Reasonable Accommodation (*see* Appendix A1). Each Section 8 applicant shall be provided with, a copy of the Notice to Houston Housing Authority Section 8 Applicants and Residents Regarding Reasonable Accommodation (*see* Appendix A2). These notices shall be posted at all times in the property manager's office and the Houston Housing Authority's Administrative Office. Each resident shall be provided a copy of the appropriate notice upon request and with their lease renewal information or recertification information.

DEFINITIONS

1. An "Individual with a disability" is defined as a person who has a physical and or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase "physical or mental impairment" includes:
 - (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
 - (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
 - (c) The definition of disability does not include any individual whose current use of alcohol prevents the individual from participating in the public housing program or activities or other Houston Housing Authority housing programs or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others. Additionally, this definition of disability does not include any individual who is engaging in illegal drug related criminal activity or who is unqualified to participate in the public housing or other housing programs and activities in accordance with applicable Houston Housing Authority policies and HUD regulations. Generally, individuals with a drug addiction that are engaged in and are able to evidence full participation in an appropriate treatment program are qualified to participate in HUD Housing programs.
2. "Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning.

3. A “reasonable accommodation” is defined as a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity.
 - (a) A service or assistance animal that is needed as a reasonable accommodation for an individual with a disability is not subject to the requirements of the Houston Housing Authority’s Pet Policy, but the resident or program participant shall fulfill the City of Houston Bureau of Animal Regulation and Care Responsible Pet Ownership requirements (Appendix E).

REASONABLE ACCOMMODATION

An individual with a disability may request a reasonable accommodation at any time during the application process, residency in public housing, or participation in the Housing Choice Voucher and Moderate Rehabilitation Programs of the Authority. The individual with a disability may submit all requests in writing, orally, or by any other equally effective means of communication. If the individual with a disability is unable to submit their request in writing, the Authority will assist the individual to reduce their request to written form. Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. Decisions to approve or deny requests for reasonable accommodations shall be made on a case-by case basis and take into consideration the disability and the needs of the individual with the disability as well as the nature of the program or activity in which the individual seeks to participate.

If there is a dispute between the Section 504/ADA Administrator and the Houston Housing Authority official responsible for the program in which the applicant/resident is requesting an accommodation, the requested accommodation and all relevant information will be forwarded to the Reasonable Accommodation Dispute Committee for evaluation and final decision. The Reasonable Accommodation Dispute Committee shall consist of the Section 504/ADA Administrator, and a representative of the Executive Director's office, the legal department, the public housing office, and the Section 8 office.

EXAMPLES OF REASONABLE ACCOMMODATIONS

Examples of reasonable accommodations may include, but are not limited to:

1. Making an offer to transfer a resident with a disability to a comparably, appropriately sized housing unit with the required accessibility features;
2. Making a housing unit, part of a housing unit, or public and common use areas accessible for an individual with a disability;
3. Permitting a family to have a service or assistance animal necessary to assist a household member with a disability;
4. Allowing a live-in aide for a resident or program participant with a disability to reside in an appropriately sized housing unit;

5. Transferring a family that is participating in the public housing program to a larger size housing unit in order to provide a separate bedroom for the resident with a disability;
6. Transferring a resident with a disability that is participating in the public housing program to a street level unit or a housing unit that is completely on one level;
7. Making documents available in larger type, computer disc or Braille;
8. Providing qualified sign language interpreters for applicant, resident or program participant meetings with the staff, at Resident Council meetings, or meetings of the Board of Commissioners;
9. Installing strobe type flashing lights and other such emergency equipment for a household member with a hearing impairment;
10. Permitting an outside agency or family member to assist an applicant, resident or program participant with a disability in meeting screening criteria or meeting essential lease obligations;
11. Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a housing unit with suitable accessible features or that is otherwise appropriate for the family that has a family member with a disability.

POLICY APPLICATION

This Policy applies to individuals with disabilities participating in the following programs provided by the Houston Housing Authority:

1. Applicants for public housing;
2. Applicants for Section 8 Housing Choice Voucher and Moderate Rehabilitation Programs;
3. Residents of public housing developments;
4. Participants of the Section 8 Housing Choice Voucher and Moderate Rehabilitation Programs; and
5. Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by the Authority, its agents or contractors including all non - housing facilities and common areas owned or operated by the Authority.

REQUESTS FOR REASONABLE ACCOMMODATIONS SUBMITTED BY PUBLIC HOUSING APPLICANTS OR RESIDENTS WITH DISABILITIES

Individuals with disabilities may submit reasonable accommodation requests to the Houston Housing Authority Occupancy Technician, Property Manager, or the 504/ADA Administrator in writing, orally, or by any other equally effective means of communication. The Authority

provides the “Request for Reasonable Accommodation”, (“Request Form”) to all applicants and residents with disabilities who request a reasonable accommodation. The Authority ensures that all reasonable accommodation requests are reduced to writing. The Houston Housing Authority shall:

1. Provide all applicants the Request Form as an attachment to the Houston Housing Authority application. The Request Form is provided in an alternative format, upon request.
2. Make reasonable accommodations for applicants with disabilities during the housing application process. All applications shall be taken in an accessible location. Applications shall be made available in accessible formats. Individuals with disabilities shall be provided the appropriate auxiliary aides and services, including qualified sign language interpreters and readers (upon request) during the housing application process.
3. Provide all residents with disabilities the Request Form during the annual re-certification, and upon request. The Authority will provide the Request Form in an alternate form, upon request.

PROCESSING REASONABLE ACCOMMODATION REQUESTS FROM PUBLIC HOUSING APPLICANTS AND RESIDENTS

1. Within two(2) business days of receipt, the Request Form shall be forwarded to the 504/ADA Administrator. The 504/ADA Administrator will forward, as appropriate, copies of the Request Form to the Vice President, Real Estate Investments and Development and to the Vice President, Housing Operations.
2. Within twenty (20) business days of receipt of a Request Form, the 504/ADA Administrator will respond to the resident’s request.
3. If additional information or documentation is required, the 504/ADA Administrator will notify the resident, in writing, of the need for the additional information or documentation and a reply date for the submission of the required information. This notification letter may also request the completion and submittal of the following forms:
 - (a) Request for Reasonable Accommodation
 - (b) Live-in Aide Agreement

Please refer to Appendix C for copies of these forms. A request will not be denied because of a lack of information or documentation. If the required information is not received, the 504/ADA Administrator will give notice to the individual with a disability of the information required and a reply date for submission of the outstanding information or documentation.

4. The 504/ADA Administrator will contact the professional named by the individual requesting the accommodation, to verify the disability-related need for the requested accommodation. If verification is not received the 504/ADA Administrator will notify the individual.

5. Notice shall be given to individuals with a disability requesting reasonable accommodation if the Authority receives information about the disability-related need for accommodation which does not support the need for the requested accommodation. They will be allowed to submit additional documentation or information within 14 days of the notice date.
6. Within thirty (30) business days of receipt of the Request Form and all required supporting documentation, the 504/ADA Administrator will provide written notification to the applicant or resident of its decision to approve or deny the request. Please refer to Appendix C for copies of the written notification letters “Letter Approving Public Housing Applicant’s or Resident’s Request for Reasonable Accommodation” and “Denial of Public Housing Applicant’s or Resident’s Request for Reasonable Accommodation.” Upon request, the written notification will be provided in an alternate format.
7. If the Authority approves the accommodation request, the resident will be notified in writing of the projected date for implementation.
8. If the request for accommodation is denied, the resident will be notified in writing of the reasons for denial. If an alternative accommodation is available, the Authority will offer the resident the alternative accommodation and advise the resident of the anticipated time to provide this accommodation. In order to accept this offer of an alternative accommodation, the resident must sign the offer letter and within 7 days of the date of the letter, send a copy of the signed letter to the Section 504/ADA Administrator. The resident may also phone the Section 504/ADA Administrator and request a meeting to discuss the alternative accommodation. In addition, the notification of the denial will provide the resident with information regarding Houston Housing Authority’s grievance procedures.
9. All requests that have been approved by the 504/ADA Administrator will be forwarded to the Vice President, Real Estate Investments and Development when required for implementation, and to the Vice President, Housing Operations .
10. If an applicant or resident with a disability makes an additional request for a different reasonable accommodation, the request is viewed and processed as though it was the initial reasonable accommodation request.

REQUESTS FOR REASONABLE ACCOMMODATION SUBMITTED BY SECTION 8 PROGRAM PARTICIPANTS

This section applies only to tenant-based Section 8 program participants. Requests for Reasonable Accommodation by participants in project-based voucher programs will be processed using the procedures for public housing applicants and residents.

Tenant-based Section 8 program participants should contact the 504/ADA Administrator and their landlords about their reasonable accommodation needs for housing unit modifications. The program participant shall work with their landlord to have these reasonable modifications made to their housing units. When the landlord agrees to allow the reasonable modifications to his property, but will not fund the modification expense, the following may be means of implementing the modifications:

1. Social service agencies may assist with the needs of individuals with disabilities. Houston Housing Authority will provide the program participant a list of the Houston area agencies that may offer these services.
2. Houston Housing Authority will allow a program participant to pay for the modifications. The Authority will also allow the program participant to make an escrow account deposit to cover the expense of returning the housing unit modified areas to their original condition when the program participant vacates the housing unit. Generally, no escrow account deposit is required for reasonable modifications to the public and common use areas of a development.

Upon verification of the disability-related need, the 504/ADA Administrator will contact the program participant's landlord about the disability-related need for the accommodations. The 504/ADA Administrator will advise the landlord that the disability-related need has been verified. He will encourage the landlord to make the requested reasonable accommodation/modifications for the program participant.

PROCESSING REASONABLE ACCOMMODATION REQUESTS FROM SECTION 8 PROGRAM PARTICIPANTS

This section applies only to tenant-based Section 8 program participants. Requests for Reasonable Accommodation by participants in project-based voucher programs will be processed using the procedures for public housing applicants and residents.

Requests for Reasonable Accommodations from tenant-based Section 8 program participants are sent to the 504/ADA Administrator.

1. Within twenty (20) business days of receipt of the Request Form, the 504/ADA Administrator will respond to the program participant's request.
2. If additional information or documentation is required, the 504/ADA Administrator will notify the program participant, in writing, of the need for the information and supply a reply date for submission of the required information. This notification letter may also request completion and submittal of the following forms:
 - (a) Request for Reasonable Accommodation
 - (b) Live-in Aide Agreement

Please refer to Appendix C for copies of these forms. If the required information is not received, the 504/ADA Administrator will give notice to the individual with a disability of the information required and a reply date for submission of the outstanding information or documentation.

3. The 504/ADA Administrator will contact the professional named by the individual requesting the accommodations, to verify the disability-related need for the requested accommodation. If verification is not received the 504/ADA Administrator will notify the individual with a disability.

4. The 504/ADA Administrator will give notice to individuals with a disability requesting reasonable accommodation if it receives information about the disability-related need for accommodation that does not support the need for the requested accommodation. They will be allowed to submit additional documentation or information within 14 days of the notice date.
5. Within thirty (30) business days of receipt of the Request Form and all required supporting documentation, the 504/ADA Administrator will provide written notification to the program participant of its decision to approve or deny the request. Please refer to Appendix C for copies of the written notification letters “Letter Approving Section 8 Program Participant’s Request for Reasonable Accommodation” and “Denial of Section 8 Program Participant’s Request for Reasonable Accommodation.” Upon request, the written notification will be provided in an alternate format.
6. If the Authority approves the accommodation request, the program participant and the landlord will be notified in writing of the decision with the contact information of Section 504/ADA Administrator provided. The Section 504/ADA Administrator will contact the program participant and the landlord when the Administrator has sufficient information to inform them of the expected date of the implementation of the reasonable accommodation.
7. If the request for accommodation is denied, the program participant will be notified in writing of the reasons for denial. In addition, the notification of the denial will provide the program participant with information regarding Houston Housing Authority’s grievance procedures.
8. If a program participant with a disability makes an additional request for a different reasonable accommodation, the request is viewed and processed as though it was the initial reasonable accommodation request.

VERIFICATION OF NEED FOR A REASONABLE ACCOMMODATION

Houston Housing Authority may request documentation to verify that the person requesting an accommodation is a person with a disability and such person has a disability-related need for the requested reasonable accommodation. However, the Authority shall request only such documentation that is necessary to verify that the person requesting an accommodation is a person with a disability and such person has a disability-related need for the requested reasonable accommodation. The Authority shall not require unnecessary information regarding the individual’s disability such as the specific disability or the nature or extent of the disability.

The following persons may provide verification that an individual with a disability has the need for the requested accommodations:

1. Physician;
2. Licensed health professional;
3. Professional representing a social service agency; or
4. Disability agency or clinic.

DENIAL OF REASONABLE ACCOMMODATION REQUEST

Requested accommodations will not be approved if one of the following would occur as a result of the approval:

1. A violation of state and/or federal law;
2. A fundamental alteration in the nature of the public housing program;
3. An undue financial and administrative burden to the Authority;
4. A structurally impracticable alteration; or
5. A housing unit alteration requiring the removal or alteration of a load-bearing structural member.

TRANSFER AS A REASONABLE ACCOMMODATION FOR A PUBLIC HOUSING RESIDENT

When a public housing resident requests a reasonable accommodation, the Authority may offer the resident the opportunity to transfer to another available, comparable, appropriately-sized unit with the required accessibility features as a reasonable accommodation. The resident may reject two offers to transfer before the resident's name is placed at the bottom of the waiting list for an accessible housing unit with the required number of bedrooms. If a resident rejects the transfer for a reason that is not in the control of the resident, their name will remain on the transfer waiting list. If a resident rejects two offers to transfer, the Authority will, at the request of the resident, make reasonable modifications to those elements in the resident's current unit that are necessary to provide greater accessibility unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

Houston Housing Authority is primarily responsible to pay for any reasonable moving-related expenses of both the family/resident with a disability into the accessible unit and, if necessary, any reasonable moving-related expenses of the resident/family without a disability required to move out of the accessible unit. This obligation is part of the Authority's duty to accommodate its residents with disabilities and provide accessible units/units with accessible features. Nothing contained in this paragraph is intended to modify the terms of the Authority's Tenant Assignment Plan for the resident and the resident's rights there under.

HOUSING CHOICE VOUCHER AS REASONABLE ACCOMMODATION

1. When issuing a voucher as a reasonable accommodation, upon request, Houston Housing Authority must include a list of current available accessible units known to the Authority. The Authority will also provide search assistance to the voucher hold. The Authority may also refer the voucher holder to a local organization to assist them with their search for available, accessible housing.
2. Houston Housing Authority will grant extensions beyond the maximum voucher term as a reasonable accommodation to eligible individuals with verified disabilities. The Authority will grant the extension subject to documentation that the resident/applicant has made a diligent effort to locate an accessible unit and considering any impediments to searching because of a family member's disability.

3. Upon request by a qualified applicant, participant, or their representative, the Authority will ask the HUD Field Office for an exception payment standard up to 120% of the Fair Market Rent (FMR). However, the qualified applicant, participant or their representative, must provide Houston Housing Authority documentation of the need for the exception payment standard.
4. Houston Housing Authority may, if necessary as a reasonable accommodation for an individual with a disability, approve the family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities.
5. In exceptional cases, the Authority may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the FMR, provided the qualified applicant, participant or their representative provides the appropriate supporting document.

GRIEVANCE PROCEDURE/RIGHT TO APPEAL

1. The public housing applicant or resident may file a complaint in accordance with the Grievance Procedure following formal determination by the 504/ADA Administrator. The 504/ADA Administrator shall attend all grievance conferences and hearings and advise on the Authority's 504 Reasonable Accommodation Housing Policy and Procedures and the relevant United States Department of Housing and Urban Development regulations.
2. The Housing Choice Voucher and Moderate Rehabilitation Program applicant or participant may file a request for an informal hearing with the Deputy Executive Director. The 504/ADA Administrator shall attend all hearings and advise on the Authority's 504 Reasonable Accommodation Housing Policy and Procedures and the relevant United States Department of Housing and Urban Development regulations.
3. An applicant, resident or program participant may, at any time, exercise their right to appeal a Houston Housing Authority decision through the local HUD office or the United States Department of Justice. Individuals may contact the local HUD office at:

United States Department of Housing and Urban Development
Houston Office
1301 Fannin, Suite 2200
Houston, Texas 77002

Phone: (713) 718-3199
Fax: (713) 718-3255
TTY: (713) 718-3289

**HOUSTON HOUSING AUTHORITY 504 REASONABLE ACCOMMODATION
HOUSING POLICY AND PROCEDURES**

Appendix

- Appendix A1: Notice to Houston Housing Authority Public Housing Applicants and Residents Regarding Reasonable Accommodations
- Appendix A2: Notice to Houston Housing Authority Section 8 Applicants and Residents Regarding Reasonable Accommodations
- Appendix B: Notice to Houston Housing Authority Residents of Adaptable Housing Units Regarding Reasonable Accommodations
- Appendix C: Houston Housing Authority Forms
1. Notice of Reasonable Accommodations Available to name of development Residents with Disabilities
 2. Request for Reasonable Accommodation
 3. Live-in Aide Agreement
 4. Verification of Need for a Reasonable Accommodation
 5. Letter Advising Applicants, Residents or Program Participants Requesting Reasonable Accommodation that information received by the Houston Housing Authority does not support need for the requested accommodation.
 6. Letter Approving Public Housing Applicant's or Resident's Request for Reasonable Accommodation
 7. Letter Approving Section 8 Program Participant's Request for Reasonable Accommodation
 8. Denial of Public Housing Applicant's or Resident's Request for Reasonable Accommodation
 9. Denial of Section 8 Program Participant's Request for Reasonable Accommodation
- Appendix D: Examples of Reasonable Accommodations for Public Housing Applicants and Residents with Disabilities
- Appendix E: City of Houston Bureau of Animal Regulation and Care Responsible Pet Ownership
- Appendix F: Tracking System Log of Requests for Reasonable Accommodations

NOTICE TO HOUSTON HOUSING AUTHORITY
PUBLIC HOUSING APPLICANTS AND RESIDENTS REGARDING
REASONABLE ACCOMMODATIONS

*Upon request, this notice and the Reasonable Accommodation Policy & Procedures
will be made available in an alternate format.*

The Houston Housing Authority (“the Authority”), is committed to ensuring that its policies and procedures provide individuals with disabilities the opportunity to participate in and benefit from its programs, services and activities. The Authority is dedicated to ensuring that individuals with disabilities are not discriminated against on the basis of disability, in connection with the operation of its programs, services and activities. The Authority provides reasonable accommodations to applicants and residents if they have a disability and reasonable accommodations are necessary for them to have the opportunity to enjoy offered programs, services and activities.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that gives a qualified individual with a disability the opportunity to participate in and benefit from, a program or activity. The accommodation will be made, provided it does not pose an undue financial and administrative burden to the Authority or require a fundamental change in its program. A reasonable accommodation may also include providing an appropriate auxiliary aid to an applicant or resident with a disability to enable effective communication.

Examples of reasonable accommodation may include:

- installing flashing light smoke detectors in an apartment for a household member with a hearing impairment;
- providing a reader, during a housing interview, for a applicant or resident with a vision-impairment;
- installing grab bars in the apartment bathroom of a resident with a disability;
- permitting an outside agency to assist an applicant with a disability to meet the screening criteria.

Residents with a disability requesting reasonable accommodation must fulfill their lease terms such as: paying rent, caring for their apartment, reporting required information, not disturbing the neighbors, etc. with or without a reasonable accommodation.

Requests for a reasonable accommodation may be made to the Property Manager or to the Section 504/ADA Administrator, at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057. The individual making the request will be provided with the Request for Reasonable Accommodation form which should be completed, signed and returned for processing. Assistance with completing this form is available from Authority staff. Please call the Section 504/ADA Administrator at (713) 260-0528 or (713) 260-0547 (TTY), if you have any questions or concerns about reasonable accommodation.

NOTICE TO HOUSTON HOUSING AUTHORITY
SECTION 8 APPLICANTS AND RESIDENTS REGARDING
REASONABLE ACCOMMODATIONS

*Upon request, this notice and the Reasonable Accommodation Policy & Procedures
will be made available in an alternate format.*

The Houston Housing Authority (“the Authority”) is committed to ensuring that its policies and procedures provide individuals with disabilities the opportunity to participate in and benefit from its Section 8 programs, services and activities. The Authority is dedicated to ensuring that individuals with disabilities are not discriminated against on the basis of disability, in connection with the operation of its Section 8 programs, services and activities. The Authority provides reasonable accommodations to Section 8 applicants and residents if they have a disability and reasonable accommodations are necessary for them to have the opportunity to enjoy the Section 8 programs, services and activities.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that gives a qualified individual with a disability the opportunity to participate in and benefit from, a program or activity. Examples of reasonable accommodation may include:

- installing flashing light smoke detectors in an apartment for a household member with a hearing impairment;
- providing a reader, during a housing interview, for a applicant or resident with a vision-impairment;
- installing grab bars in the apartment bathroom of a resident with a disability;
- permitting an outside agency to assist an applicant with a disability to meet the screening criteria.

Generally, the Authority must provide a reasonable accommodation unless the requested accommodation poses an undue financial and administrative burden to the Authority or require a fundamental change in its program. In certain circumstances, however, The Authority must receive the approval of the landlord from whom the Section 8 tenant is renting before implementing a reasonable accommodation. Situations in which the landlord lawfully refuses to allow an accommodation may alter the Authority's obligation to provide the specific accommodation requested by the tenant.

Section 8 residents with a disability requesting reasonable accommodation must fulfill their lease terms such as: paying rent, caring for their apartment, reporting required information, not disturbing the neighbors, etc. with or without a reasonable accommodation.

Requests for a reasonable accommodation may be made to the Section 504/ADA Administrator, at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057. The individual making the request will be provided with the Request for Reasonable Accommodation form which should be completed, signed and returned for processing. Assistance with completing this form is available from Houston Housing Authority staff. Please call the Section 504/ADA Administrator at (713) 260-0528 or (713) 260-0547 (TTY), if you have any questions or concerns about reasonable accommodation.

NOTICE TOHOUSTON HOUSING AUTHORITY
RESIDENTS OF ADAPTABLE HOUSING UNITS REGARDING
REASONABLE ACCOMMODATIONS

*Upon request, this notice and the Reasonable Accommodation Policy & Procedures
will be made available in an alternate format.*

This housing unit has been designed to be adaptable for persons with disabilities. The following consumer information is provided to each adaptable housing unit resident to ensure that the existence of adaptable features is known.

If you are a resident with a disability or if there is a member of your household with a disability that has a need for the following features please contact your development's property manager or the Section 504/ADA Administrator, at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057; telephone number (713) 260-0528 (office), or (713) 260-0547 (TTY).

- (1) The kitchen cabinets, counter and sink are adaptable.
- (2) The toilet, bathtub, and shower areas are adaptable for grab bars.
- (3) The dwelling unit is equipped for installation of a visual emergency alarm.

An applicant for this unit may request that the adaptable features be installed prior to move-in. If you are an applicant that has a need for the adaptable features, or a member of your household has such a need, please contact Houston Housing Authority's Section 504/ADA Administrator at the address or telephone number listed above.

NOTICE OF REASONABLE ACCOMMODATIONS AVAILABLE TO
name of the development RESIDENTS WITH DISABILITIES

*Upon request, this notice and the Reasonable Accommodation Policy & Procedure
will be made available in an alternate format.*

The Houston Housing Authority (“the Authority”) provides reasonable accommodations to any public housing resident with a disability when reasonable accommodations are necessary for them to have the opportunity to enjoy offered programs, services and activities.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that gives a qualified individual with a disability the opportunity to participate in and benefit from, a program or activity. The accommodation will be made, provided it does not pose an undue financial and administrative burden to the Authority or require a fundamental change in its program.

Listed below are examples of reasonable accommodations available to public housing residents with a disability at this development. If you or a member of your household requires a reasonable accommodation and any of these accommodations are not met for you at this development, please check the needed accommodations and contact your property manager at *phone number*. The Authority will work with each resident with a disability who requests a reasonable accommodation in order to identify a reasonable, effective, and appropriate accommodation.

If you need any other assistance with your reasonable accommodation request you may also contact the Houston Housing Authority Section 504/ADA Administrator at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057, or (713) 260-0528, (office) (713) 260-0547 (TTY).

Common Area Reasonable Accommodations

Note: Items shown in italics may not be available at all developments.

Inside and Outside of Public Buildings:

- ___ providing accessible routes
- ___ placing signage about accessible accommodations in visible locations

In Public Restrooms:

- ___ *lever faucets*
- ___ *grab bars*
- ___ *accessible toilets*
- ___ *lowered mirrors*

In Public Kitchens:

- ___ *accessible cabinets and countertops*
- ___ *accessible appliances if appliances are provided*

For Elevators:

___ elevators located on an accessible routes

At Trash Disposal Facilities:

___ an accessible route into and through trash disposal facilities or equally effective accommodations

In Laundry Facilities:

___ an accessible route into and through common-use laundry facilities or equally effective accommodations

___ at least one front loading washer and one front loading dryer in the common-use laundry facilities or equally effective accommodations

For Mail Delivery and Mail Boxes:

___ providing an accessible route into and through the mail facilities and to the mail boxes

___ working with the United States Post Office to provide an accessible mailbox or home mail delivery

Reasonable Accommodations in the Apartment Entrance and Interior Areas

___ providing a ramp from an accessible route to an accessible entrance into the unit

___ adding edge protection to ramps and ramp landings that have drop-offs

___ widening entrance doorways

___ installing accessible lever-type door hardware

___ re-hanging a door to lay flat against the wall when the door is opened

___ re-hanging a door to swing outward instead of into the accessible space

___ adding or adjusting door closures

___ adjusting the door opening force required for pushing/pulling the door open

___ providing accessible peep holes or “telescoped” peep holes

___ providing a visual door knocker for individuals with hearing impairments

___ providing contrasting paint on doors, around doorways, at windows, baseboards and stairs or risers for individuals with visual impairments

Reasonable Accommodations in the Apartment Interior

For all apartment rooms:

___ providing extra electrical outlets for TDD/TTY equipment

___ providing higher amperage electrical circuits to accommodate higher wattage light bulbs for individuals with visual impairments

___ providing visual alarms in each room of the housing unit and audible alarms for individuals with visual impairments

___ lowering electrical switches and raising electrical outlets as needed

___ *when feasible, provide windows which require five pounds or less of opening force and have a crank type opening mechanism with large levers*

___ providing accessible storage spaces including accessible or adjustable clothes rods and closet shelves

For the apartment kitchen:

- lowering the kitchen sink
- providing lever type faucets on the kitchen sink
- providing accessible kitchen cabinets with accessible cabinet hardware
- providing accessible kitchen counters and work space
- providing accessible appliances:*
 - accessible refrigerator*
 - accessible oven*
 - accessible dishwasher*

For the apartment bathroom:

- providing lever type faucets on the bathroom sink
- lowering the bathroom sink
- lowering the mirror
- providing an accessible toilet
- installing the toilet paper dispenser in an accessible location
- providing grab bars at the toilet area
- providing grab bars at the bathtub and or shower
- providing a seat in the bathtub or shower
- providing a hand-held shower device
- relocating a bathtub and/or shower controls to an accessible location

In addition to the examples listed, above that are physical modifications to a unit or public or common use areas, the Housing Authority will also make reasonable accommodations to its programs and policies to ensure persons with disabilities are able to participate in all programs offered by the Housing Authority.

HOUSTON HOUSING AUTHORITY
REQUEST FOR REASONABLE ACCOMMODATION

*Upon request, this notice and the Reasonable Accommodation Policy & Procedures
will be made available in an alternate format.*

Please refer to the attached “504 Reasonable Accommodation Housing Policy and Procedures” to determine whether you or a household member is a qualified “individual with a disability.” If you would like to request a reasonable accommodation on behalf of yourself or a member of your household, please complete this form. You must fill in the information requested, sign your name and the date, and return the completed form to Kathryn Van Nostrand, Houston Housing Authority 504/ADA Administrator, 2640 Fountainview, Houston, Texas 77057. If you need assistance in understanding whether you or a member of your household is a qualified “individual with a disability” or if you would like assistance in completing this form, please contact your development’s property management office or the Houston Housing Authority 504/ADA Administrator at (713) 260-0528 or (713) 260-0547 (TTY).

**PLEASE FILL OUT EVERY BLANK. FORMS NOT COMPLETELY FILLED OUT
WILL BE RETURNED**

Head of Household Name: _____ Client # _____

Are you already a resident of Public Housing ? ___yes ___no. Or on the PH waiting list? ___yes ___no

Are you already a participant in Section 8? ___yes ___no. Or on the Section 8 waiting list? ___yes ___no

Head of Household Social Security Number: _____

Name of person requiring accommodation: _____

Address: _____ Apt.# _____

City: _____ State: _____ Zip: _____

Telephone number of applicant: _____

Please answer each of the following questions:

1. As the result of a disability, I am requesting the following reasonable accommodations:

(Please check one or more boxes, then explain on the blank lines)

Change my apartment or other part of my housing development by:

A change in or exception to a rule, policy, or procedure as described below:

(Note: a change in meeting the terms of the lease may be requested, but the terms of the lease must be met.):

Other – What do you need in your housing unit? _____

2. These accommodations are necessary because: _____

3. What features or conditions must be present in the housing unit where the individual with a disability will live? _____

4. How will these features or conditions meet the needs of the individual with a disability: _____

5. Answer this question only if you are currently a Housing Authority Public Housing resident: You may request a physical modification to your current housing unit or a transfer to a housing unit in your development or another development that has been previously modified to be accessible. The Houston Housing Authority will work with you to determine how to best fulfill your reasonable accommodation request. Please indicate which of the following options are your first choice, second choice, and third choice by ranking them as 1, 2, or 3:

_____ I prefer having modifications made to my current housing unit.

_____ I prefer moving to an accessible housing unit in my current development.

_____ I prefer moving to an accessible housing unit in another development.

If the reasonable accommodation request is for a Live-in Aide, the Live-in Aide Agreement must also be completed, signed by the Head of Household and the Live-in Aide, and submitted with a copy of the Live-in Aides driver's license and Social Security card to the Houston Housing Authority for verification and approval. Section 8 program participants shall also obtain their landlord's approval for a Live-in Aide prior to the Live-in aide occupying the premises.

Authorization for Release of Information

Houston Housing Authority may require documentation to support your reasonable accommodation request. An individual with a disability means an individual who has a physical and/or mental impairment that substantially limits one or more major life activities. A physician, psychiatrist, licensed psychologist, licensed nurse practitioner, licensed social worker, rehabilitation professional, a non-medical service agency whose function is to provide services to the disabled, or any appropriately qualified expert may provide verification of the disability-related need. The verification of the disability-related need must be sent directly to the Houston Housing Authority.

I, _____ (your name)
hereby authorize _____ (name of
physician, psychiatrist, licensed psychologist, licensed nurse practitioner, licensed social

worker, rehabilitation professional, or non-medical service agency whose function is to provide services to the disabled) to release disability-related need information for _____ (*name of household member with a disability*) to the Houston Housing Authority.

This Authorization solely authorizes the release of information necessary to verify the following:

- (1) Documentation necessary to verify that the above-named individual meets the definition of a “qualified individual with a disability”, as defined above;
- (2) A description of the needed reasonable accommodation(s); and
- (3) A description of the identifiable relationship between the individual’s disability and the requested reasonable accommodation(s).

This authorization is limited to providing only documentation that is necessary to verify that I meet the definition of a “Qualified Individual with a Disability”, as defined above. This Authorization for Release of Information should only seek information that is necessary to determine if the requested reasonable accommodation is needed because of a disability. This Authorization does **not** authorize the Houston Housing Authority to examine my medical records; nor does it authorize the release of detailed information about the nature or severity of my disability to the extent such examination is unnecessary to verifying the above listed information.

Please fill in the licensed professional information below:

Name and title of person providing verification: _____
Name of the Agency, Facility or Institution: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ FAX Number: _____

This verification information will be kept confidential and used only to evaluate this request for a disability-related reasonable accommodation. The parent or guardian must sign for an individual with a disability who is under 18 years of age.

Signature of individual with a disability or head of household: _____
Print name: _____ Date: _____
Signature of Witness: _____
Print name: _____ Date: _____

THE HOUSTON HOUSING AUTHORITY
LIVE-IN AIDE AGREEMENT

*Upon request, this agreement and the Reasonable Accommodation Policy & Procedures
will be made available in an alternate format.*

Head of Household Name: _____

Head of Household Social Security Number: _____

A Live-in Aide is a person who lives in a housing unit with one or more individuals with disabilities, is necessary for the care of the individual with a disability, does not provide financial support for any of the household members, and lives in the housing unit only to provide the necessary supportive services.

I, _____ (*name of Head of Household*), request approval for live-in-aide services provided by _____ (*Name of Live-in Aide*); Social Security number _____; and date of birth month_____, day_____, year_____.

The Head of Household and the Live-in Aide, as a condition of obtaining the Houston Housing Authority's approval, acknowledge and agree to the following:

1. The addition of a live-in aide to the household must not create overcrowding in the existing housing unit, although a reasonable accommodation for a public housing resident with a disability may be to move the family to a larger unit.
2. The Live-in Aide must meet the same Houston Housing Authority screening requirements as household members. The Live-in Aide agrees to provide all information the Authority requires to conduct a criminal background screening. The Live-in Aide may be denied permission to live in the housing unit based on the results of the background screening.
3. Third party verification of the disability-related need for a live-in aide must be provided to the Authority.
4. The Live-in Aide must be listed on the lease as a household member and shall not violate any provisions of the lease. If the individual with a disability is a Section 8 participant, the Authority shall list the Live-in Aide on the HAP Contract. Section 8 program participants shall also obtain their landlord's approval for a Live-in Aide prior to the Live-in Aide occupying the premises.
5. **The Live-in Aide must submit a copy of their driver's license and Social Security card with this agreement. The verification of need for a Live-in Aide shall be annually re-verified during the re-certification process.**
6. The Live-in Aide may remain in the housing unit only as long as the Live-in Aide is serving the household member requiring assistance. The Live-in Aide shall not have any rights to the voucher or to the housing unit. Upon the death of the household member requiring assistance, the Live-in Aide shall vacate the housing unit within 14 days.

7. Under unusual circumstances the Authority will approve a relative as a live-in aide. A relative that is a live-in aide must satisfy the definitions listed above.

By signing this agreement a relative that is a live-in aide acknowledges they do not have any rights to the voucher or the housing unit as a family member.

Acknowledged and agreed this _____ day of _____ (month), 200 ____ by:

Head of Household _____

Live-in Aide _____

Company providing the live-in aide service:

Name: _____

Phone number: _____ Fax number: _____

Address/City/State/Zip: _____

THE HOUSTON HOUSING AUTHORITY
VERIFICATION OF NEED FOR A REASONABLE ACCOMMODATION

*Upon request, this verification and the Reasonable Accommodation Policy & Procedures
will be made available in an alternate format.*

To: _____

Date: _____

Re: _____ (name of individual with a disability)

Enclosed is a signed Request for Reasonable Accommodation form explaining that the referenced individual with a disability may need the following accommodation in order to have the opportunity to participate in the assisted housing program and activities. An individual with a disability means an individual with a physical and or mental impairment that substantially limits one or more major life activities. "Major Life activities" means functions such as caring for one-self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning. It does not include any individual who is currently using alcohol or illegal drugs as described in Section 1(c) of the "Definitions" section of Houston Housing Authority's 504 Reasonable Accommodation Housing Policy & Procedures. The accommodation requested is:

_____.

The attached Request for Reasonable Accommodation form solely authorizes you to provide verification that is necessary to verify the following: (1) that the individual listed above meets the definition of a "Qualified Individual with a Disability", as defined above; (2) A description of the needed reasonable accommodation(s); and (3) A description of the identifiable relationship between the individual's disability(ies) and the requested reasonable accommodation(s). The Authorization does not permit you to disclose the individual's medical records; nor does this authorize the release of detailed information about the nature or severity of the individual's disability to the extent such information is not necessary to verify the above listed information.

Please complete the requested information listed below and return this form to:

Kathryn Van Nostrand
504/ADA Administrator
The Houston Housing Authority
2640 Fountainview
Houston, Texas 77057
713-260-0823 FAX

If you have any questions about this request, please call me. My phone number is (713) 260-0528 and (713)260-0547 (TTY).

Sincerely,

Kathryn Van Nostrand
504/ADA Administrator

Page 2
Verification of Need

Please check the (one) appropriate verification listed below:

- I verify that the individual referenced above **does not have a qualifying disability.**
- I verify that the individual referenced above **has a qualifying disability and the accommodation listed above is necessary** for him/her to participate in the housing program.
- I verify that the individual referenced above **has a qualifying disability, but the accommodation listed above is not necessary** for him/her to participate in the assisted housing program. This individual needs the following accommodation in order to participate in the assisted housing program: _____

Signature: _____ Date: _____
Name: _____ Title: _____
Address: _____
City/State/Zip: _____
Phone number: _____ Fax number: _____

LETTER ADVISING APPLICANTS, RESIDENTS, OR PROGRAM PARTICIPANTS REQUESTING REASONABLE ACCOMMODATION THAT INFORMATION RECEIVED BY THE HOUSTON HOUSING AUTHORITY DOES NOT SUPPORT NEED FOR REQUESTED ACCOMMODATION

Upon request, this letter and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

Date

Name

Address

City, State Zip

Dear _____:

The Houston Housing Authority (“the Authority”) is committed to ensuring that eligible individuals with disabilities receive the appropriate disability-related accommodation. In verifying your eligibility for accommodation, the Authority has received the following information: _____. This information does not support the need for the requested reasonable accommodation.

The Authority is providing you with the opportunity to present any or all of the following information that you would like to have considered regarding your request for accommodation:

1. A written statement from you explaining your views with respect to the Authority's determination that the information it received does not support the need for the requested accommodation,
2. All supplementary information regarding your request for accommodation, and
3. All additional documentation about the need for accommodation.
4. The name, address, phone number and fax number of a different licensed professional that will verify your need for a reasonable accommodation.

You must submit this information to the Section 504/ADA Administrator, at the Houston Housing Authority, 2640 Fountainview, Houston, Texas 77057 or (713) 260-0528 (office), and (713) 260-0547 (TTY). All newly submitted information must be received within 14 calendar days from the date of this letter. Both current and new information presented by that time will be considered when reviewing your Request for Reasonable Accommodation for a final determination.

If you have any questions about this notification, please contact me at (713) 260-0819.

Sincerely,

Kathryn Van Nostrand
Section 504/ADA Administrator

**LETTER APPROVING THE HOUSTON
HOUSING AUTHORITY APPLICANT'S OR
RESIDENT'S REQUEST FOR REASONABLE ACCOMMODATION**

*Upon request, this letter and the Reasonable Accommodation Policy & Procedures
will be made available in an alternate format.*

Date

To

Address

City/State/Zip

Dear _____:

The Houston Housing Authority (“the Authority”) received and approved your request for
(describe specific accommodation requested) _____.

The Section 504/ADA Administrator will contact you when she has sufficient information to
provide you with an anticipated date on which this accommodation will be provided to you.

If you think this change or modification is not the accommodation you requested, if this
accommodation is unacceptable, or if you object to the length of time it will take to provide your
accommodation, you may contact me the Houston Housing Authority Central Office at 2640
Fountainview, Houston, Texas 77057, or by phone at (713) 260-0819 and (713) 260-0547(TTY).

Sincerely,

Kathryn Van Nostrand
504/ADA Administrator

**LETTER APPROVING SECTION 8 PROGRAM PARTICIPANT'S
REQUEST FOR REASONABLE ACCOMMODATION**

*Upon request, this letter and the Reasonable Accommodation Policy & Procedures
will be made available in an alternate format.*

Date

*To
Address
City/State/Zip*

Dear _____:

The Houston Housing Authority received and approved your request for (*describe specific accommodation requested*) _____

_____.

The Section 504/ADA Administrator will contact you when she has sufficient information to provide you with an anticipated date on which this accommodation will be provided to you.

If you think this is not the accommodation you requested, or this accommodation is unacceptable, you may contact the Section 504/ADA Administrator, at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057, or by phone at (713) 260-0819 and (713) 260-0547 (TTY).

Sincerely,

Kathryn Van Nostrand
504/ADA Administrator

cc:(Landlord) _____

**DENIAL OF PUBLIC HOUSING APPLICANT’S OR RESIDENT’S
REQUEST FOR REASONABLE ACCOMMODATION**

*Upon request, this notice and the Reasonable Accommodation Policy & Procedures
will be made available in an alternate format.*

Date

To

Address

City/State/Zip

Dear _____:

The Houston Housing Authority (“the Authority”) received and reviewed your request for
(describe specific accommodation requested): _____

_____ . . After a
careful review of the documentation presented with your Request for Reasonable
Accommodation, the Authority has determined that the request is denied because:

- You do not meet the definition of a qualified “individual with a disability” as defined in the Houston Housing Authority 504 Reasonable Accommodation Housing Policy and Procedures (see attached Policy), the accommodation you requested is not necessary for you to participate in a program or activity offered by the Authority, or your request does not involve a program or activity offered by the Authority and therefore you are not entitled to a disability-related reasonable accommodation.
- The requested accommodation is not feasible for the following reason: _____
_____.
- The requested accommodation would result in a fundamental alteration in the nature of the Authority’s program for the following reason: _____
_____.
- The requested accommodation would result in an undue financial and administrative burden for the Authority for the following reason: _____

_____.

(The following two paragraphs and the corresponding signature line are omitted if the first box is checked).

Although we were unable to approve the specific reasonable accommodation you requested, The Authority will provide the following alternative accommodation:

_____.

The Authority anticipates the accommodation will be provided to you on or about: _____ (date). **If you would like to accept this alternative accommodation, please sign this letter on the line above your name at the bottom of the letter and within 7 days of the date of this letter, send a copy of this letter to the Section 504/ADA Administrator, The Houston Housing Authority, 2640 Fountainview, Houston, Texas 77057.**

If you would like to meet to discuss this alternative accommodation that may satisfy your need, please contact me at (713) 260-0819 and (713) 260-0547 (TTY), to schedule a mutually convenient date and time for the meeting.

If you disagree with the decision please contact me at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057, or by phone at (713) 260-0819 and (713) 260-0547 (TTY). You may also file a complaint with the Senior Vice President of the Houston Housing Authority, 2640 Fountainview, Houston, Texas 77057 within five (5) business days of receipt of this letter in accordance with the Authority's Grievance Procedure.

In addition, you may exercise your right to appeal a Houston Housing Authority decision through your local United States Department of Housing and Urban Development Office (HUD) or the United States Department of Justice. You may contact the local HUD office at: United States Department of Housing and Urban Development Houston Office, Office of Public Housing, 1301 Fannin, Suite 2200, Houston, Texas 77002, or by phone at (713) 718-3199.

I accept the reasonable accommodation offered by the Houston Housing Authority.

Name

Date

Sincerely,

Kathryn Van Nostrand
504/ADA Administrator

**DENIAL OF SECTION 8 PROGRAM PARTICIPANT'S
REQUEST FOR REASONABLE ACCOMMODATION**

*Upon request, this notice and the Reasonable Accommodation Policy & Procedures
will be made available in an alternate format.*

Date

To

Address

City/State/Zip

Dear _____:

After a careful review of the documentation presented with your Request for Reasonable Accommodation, the Houston Housing Authority, ("the Authority") has determined that the request is denied because:

- You do not meet the definition of a qualified "individual with a disability" as-defined in the Houston Housing Authority's 504 Reasonable Accommodation Housing Policy and Procedures (see attached Policy), the accommodation you requested is not necessary for you to participate in a program or activity offered by the Authority, or your request does not involve a program or activity offered by the Authority and therefore, you are not entitled to a disability-related reasonable accommodation.

- The requested accommodation would result in a fundamental alteration in the nature of our program for the following reason: _____
_____.

- The requested accommodation would result in an undue financial and administrative burden for the Authority for the following reason: _____
_____.

If you disagree with the decision please contact me at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057, or by phone at (713) 260-0819 and (713) 260-0547 (TTY). You may also request a hearing with the Senior Vice President of the Houston Housing Authority, 2640 Fountainview, Houston, Texas 77057 within five (5) business days of receipt of this letter in accordance with the Houston Housing Authority Grievance Procedure.

In addition, you may exercise your right to appeal a Houston Housing Authority decision through your local United States Department of Housing and Urban Development Office (HUD) or the United States Department of Justice. You may contact the local HUD office at: United States Department of Housing and Urban Development Houston Office, Office of Public Housing, 1301 Fannin, Suite 2200, Houston, Texas 77002 or by phone at (713) 718-3199.

Sincerely,

Kathryn Van Nostrand
504/ADA Administrator

cc: (Landlord)_____

EXAMPLES OF REASONABLE ACCOMMODATIONS FOR PUBLIC HOUSING APPLICANTS OR RESIDENTS WITH DISABILITIES

The following list contains examples of reasonable accommodations for public housing applicants or residents with disabilities. These accommodations are only examples and may not necessarily be the accommodation needed by all individuals with disabilities. Although the Houston Housing Authority (“the Authority”) is committed to ensuring that the needs of residents with disabilities are met, it is not always possible to provide a reasonable accommodation, if the modifications are not structurally feasible or represent an undue financial and administrative burden. In such case, the Authority will seek to provide a reasonable accommodation through such other means as transferring a family/resident with a disability to a unit that is accessible and/or a unit/development where the reasonable accommodation(s) can be provided. The Authority will work with each applicant/resident with a disability who requests a reasonable accommodation to identify a reasonable, effective, and appropriate accommodation. If you disagree with the decision please contact the Section 504/Administrator, at 2640 Fountainview, Houston, Texas 77057, or by phone at (713) 260-0528 and (713) 260-0547 (TTY).

Examples of Reasonable Accommodations in Common Areas, Building Entrances and Accessible Routes

- Adding edge protection to ramps and ramp landings that have drop-offs
- Widening entrance doorways
- Placing signage about accessible accommodations in visible locations
- Installing accessible lever-type door hardware
- Re-hanging a door to lay flat against the wall when the door is opened
- Re-hanging a door to swing outward instead of into the accessible space
- Adding or adjusting door closures
- Providing accessible or adjustable closet rods and shelves
- Providing lever faucets in public restrooms
- Providing grab bars in public restrooms
- Providing accessible toilets in public restrooms
- Lowering mirrors in public restrooms
- Providing extra electrical outlets for TDD/TTY equipment
- Providing higher amperage electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Providing contrasting paint on doors, around doorways, at windows, baseboards and stairs for individuals with visual impairments
- Providing visual alarms for individuals with hearing impairments
- Providing accessible cabinets and countertops in public kitchens and if public kitchen appliances are provided they must be accessible appliances
- Providing accessible routes in buildings

Examples of Reasonable Accommodations to Elevators

- Elevators shall be located on an accessible route
- Residential or fully enclosed wheelchair lifts may be used, when appropriate and when approved by local administrative authorities

Example of a Reasonable Accommodation at Trash Disposal Facilities

- Providing an accessible route into and through trash disposal facilities or an equally effective accommodation

Examples of Reasonable Accommodations in Laundry Facilities

- Providing an accessible route into and through common-use laundry facilities or an equally effective accommodation
- Providing at least one (1) front loading washer and one (1) front-loading dryer in the common-use laundry facilities or equally effective accommodations

Examples of Reasonable Accommodations for Mail Delivery/Mail Boxes

- Providing an accessible route into and through the mail facilities and to the mail boxes
- Working with the United States Post Office to provide an accessible mailbox or home mail delivery

Examples of Reasonable Accommodations for Entrance and Interior Doors

- Widening doorways
- Providing accessible, lever-type door hardware
- Re-hanging a door to lay flat against a wall when the door is opened
- Re-hanging a door to swing outward instead of into the accessible space
- Adding or adjusting door closures
- Adjusting the door opening force required for pushing/pulling the door open
- Providing accessible peep holes or “telescoped” peep holes
- Providing a visual door knocker for individuals with hearing impairments
- Providing contrasting paint on doors, around doorways, at windows, baseboards and stairs or risers for individuals with visual impairments
- Providing a ramp from an accessible route to an accessible entrance into the housing unit

Examples of Reasonable Accommodations in Apartment Interiors

- Providing extra electrical outlets for TDD/TTY equipment or other equipment utilized by individuals with disabilities
- Lowering electrical switches and raising electrical outlets as needed
- Providing higher amperage electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Providing visual alarms in each room of the housing unit and audible alarms for individuals with a hearing impairment

- When feasible, provide windows which require five pounds or less of opening force and have a crank type opening mechanism with large levers
- Providing accessible storage spaces, including lower clothes rods and/or adjustable closet shelves

Examples of Reasonable Accommodations for Apartment Kitchens

- Lowering the kitchen sink
- Providing lever type faucets on the kitchen sink
- Providing accessible kitchen cabinets with accessible cabinet hardware
- Providing accessible kitchen counters and work space
- If kitchen appliances are provided to the development residents without disabilities, an accessible housing unit should have an:
 - accessible refrigerator
 - accessible oven
 - accessible dishwasher

Examples of Reasonable Accommodations for Apartment Bathrooms

- Providing wider doorways
- Providing lever type faucets on the bathroom sink
- Lowering the bathroom sink
- Lowering the mirror
- Providing an accessible toilet
- Installing the toilet paper dispenser in an accessible location
- Providing grab bars at the toilet area
- Providing grab bars at the bathtub and/or the shower
- Providing a seat in the bathtub or shower
- Providing a hand-held shower device
- Relocating a bathtub and/or shower controls to an accessible location
- Providing a roll-in shower

CITY OF HOUSTON

BUREAU OF ANIMAL REGULATION AND CARE

RESPONSIBLE PET OWNERSHIP

- Vaccinate your pet against rabies.
- Restrain your pet with a leash or keep it behind a fence.
- Spay or neuter your pet.
- License your pet.
- Provide food, water, shelter, exercise and grooming.
- Take your pet for veterinary care.
- Provide love and affection.
- Keep your pet free of fleas.

HOUSTON HOUSING AUTHORITY

504

EMERGENCY EVACUATION POLICY

HOUSTON HOUSING AUTHORITY

504

EMERGENCY EVACUATION POLICY

Communication with and Assistance to

Mobility-Impaired Residents

And

Residents on Life-Sustaining Equipment

PURPOSE

To establish methods for communicating with and assisting residents of the Houston Housing Authority (“the Authority”) who have mobility impairments or are dependent on life-sustaining equipment during specific emergencies that would have an adverse impact on those residents.

OBJECTIVE

In order to preserve the quality of life, Houston Housing Authority's emergency response plan is based on delivery of services to at-risk Housing Authority residents. An at-risk resident shall be defined as a resident who, through age, medical infirmity, or disability, may have his or her life affected by the total disruption of public utilities and telecommunications services. It is the objective of the procedures to provide these at-risk residents with immediate response. There will be a consistent ongoing effort to maintain an updated and viable listing of all residents that may need Emergency Assistance at our developments in time of emergency evacuation procedures. The lists will be maintained and retained at all developments. The elderly developments will have decals placed on all resident's doors for further identification purposes when the assistance of evacuation is needed.

TELECOMMUNICATION INTEGRATION OF THE HOUSTON HOUSING AUTHORITY AND LOCAL FIRE AND POLICE DEPARTMENTS

A disruption of the City of Houston's telephone service can affect emergency and normal calls for police services. In order to coordinate a communications point-of-contact of mutual public safety issues with the local police and fire departments, the Houston Housing Authority Public Safety Officer will be deployed to check on the welfare of identified at-risk Housing Authority residents.

IDENTIFICATION OF AT-RISK RESIDENTS

Houston Housing Authority Property Managers must maintain accurate and up-to-date data identifying all residents who have mobility impairments and all residents who utilize life-sustaining equipment. There will be appropriate decals placed on each resident's door for the purpose of identifying those who are in need of emergency evacuation assistance.

Houston Housing Authority will gather this data from residents on the Resident Emergency Information Sheet. The Resident Emergency Information Sheets will be maintained confidentially in the Authority's files. In addition, the Resident Emergency Information Sheets will be released only to appropriate Housing Authority employees, contractors, and/or agents for purposes of coordination of the Authority's Emergency Procedures. The Authority's Property Managers at each development will provide the Houston Housing Authority Public Safety Officer with the information on all at-risk residents. The listings of at-risk residents will be separated by development and forwarded to the Authority Public Safety Officer. The Authority's Public Safety Officer shall coordinate responses with local police and fire departments should an incident dictate such a response.

PROTOCOL FOR RESPONDING TO REQUESTS RECEIVED CONCERNING THE WELFARE OF AT-RISK HOUSTON HOUSING AUTHORITY RESIDENTS

It is anticipated that during an emergency, the Housing Authority will receive numerous requests from relatives and friends to check on the welfare of at-risk residents. The following policy and procedures are established for officials, sworn police officers, and resident monitors relating to the Authority's response to a request from a concerned party regarding the welfare of a resident.

POLICE OFFICERS AND PUBLIC SAFETY OFFICERS

Requests received during normal Houston Housing Authority business hours:

If a request is received during normal working hours of the Houston Housing Authority, the police officer or special police officer shall contact the appropriate Housing Authority Property Manager. The Property Manager can assist the police officer or public safety officer in his or her investigation regarding the resident's welfare.

Requests received outside of business hours of the Houston Housing Authority:

1. If a request is received outside of business hours, the police officer shall attempt to contact the resident by telephone. If the police officer receives no response by telephone, the police officer shall go to the resident's apartment in an effort to contact the resident. Should the police officer contact the resident, the police officer shall inform the resident of the third-party inquiry and request that the resident contacts the concerned party. Should the resident not wish to speak with the concerned party, the police officer shall contact the concerned party, only reporting that the resident was advised of the concerned party's inquiry.
2. If the police officer receives no answer either by phoning or visiting the resident, the police officer shall then contact the Housing Authority Public Safety Officer regarding the request. The police officer shall explain to the Public Safety Officer the nature of the third party request. If the Public Safety Officer authorizes entry, the police officer shall contact the development's Property Manager who can assist the police officer with entry into the resident's unit.
3. Upon gaining entry into the unit, the police officer shall first announce his or her presence and authority, i.e., "Houston Housing Authority, Lt. Nichols; Ms. Smith are you, ok?" If the police officer receives no answer, the police officer shall announce his or her presence in every room of the unit. If the police officer receives an answer at the door, the police officer shall not enter the apartment without the permission of the resident. Should the resident be in some type of medical distress, the police officer shall immediately summon medical assistance.
4. The police officer shall report his or her circumstances of entry into the resident's unit on an Incident Report; one (1) copy shall be forwarded to the Property Manager and one (1) copy shall be delivered to the Authority's Central Office. The Incident Report shall be attached to the Public Safety Officer's report.

HOUSTON HOUSING AUTHORITY PROPERTY MANAGERS

Requests received during normal business hours:

If a request is received during normal working hours of the Housing Authority, the Property Manager should be contacted. The Property Manager may contact the Authority's Public Safety Officer if police assistance is required.

Requests received outside of normal business hours of the Houston Housing Authority:

If a request is received outside of business hours of the Authority, the Property Manager shall contact the Authority's Public Safety Officer by cellular: (832) 309-2725. The Property Manager shall provide the name and telephone number of the concerned party.

HOUSTON HOUSING AUTHORITY PUBLIC SAFETY OFFICER AND OTHER HOUSING AUTHORITY OFFICIALS

Normal business hours of the Houston Housing Authority:

Upon receiving a request to assist a Housing Authority Property Manager, the Authority's Public Safety Officer shall provide the Property Manager with all reasonable assistance.

Non-business hours of the Houston Housing Authority:

1. Upon receiving a request to check on the welfare of a resident, the Authority's Public Safety Officer shall check the Authority's resident roster of the involved development to ascertain if in fact the party in question is a resident of the Authority. If no roster is available, the Public Safety Officer shall contact the Property Manager through the Houston Housing Authority Central Office at (713) 260-0500.
2. Once the resident's residency is established, the Authority's Public Safety Officer shall ensure that all above procedures are followed.

Nothing in these guidelines shall preclude Houston Housing Authority personnel from summoning the local fire department for forcible entry when a medical emergency is occurring and where entry must be made expeditiously. If it becomes necessary to remove a resident from a unit, any Housing Authority employee shall direct emergency personnel with appropriate equipment to the affected resident.

I. EVACUATION AND SAFETY PLAN

The Houston Housing Authority shall maintain an Evacuation and Safety Plan for each development. The Plan shall include:

A.

I. Emergency Telephone Numbers:

- City Of Houston Emergency Management: (713) 881-3045
(713) 881-3099 (TDD)
- City Emergency Services "911"
- City Non-emergency Services "311"

II. Houston Police Department (713) 222-3131

III. Houston Fire Department (713) 247-5000

IV. Harris County EMS (713) 881-3100

V. National Weather Service (281) 337-5074

B. Building Evacuation by Development

- Bellerive – 1 Bldg.
- Ewing – 3 Bldgs.
- Forest Green – 14 Bldgs.
- Long Drive – 25 Bldgs.
- Lyerly – 1 Bldg.
- Telephone Road – 1 Bldg.
- Cuney Homes – 82 Bldgs.
- Allen Parkway Village – 57 Bldgs.
- Kennedy Place – 28 Bldgs.
- Victory Apartments – Bldgs.
- Fulton Village – Bldgs.
- Historic Rental Initiative – Bldgs.
- Kelly Village – 44 Bldgs.
- Wilmington – 18 Bldgs.
- Clayton Homes – 41 Bldgs.
- Lincoln Park – 33 Bldgs.
- Irvinton Village – Bldgs.
- Oxford Place – 19 Bldgs.

C. Listing of Residents for Emergency Evacuation Assistance

- Bellerive
- Ewing
- Forest Green
- Long Drive
- Lyerly
- Telephone Road
- Cuney Homes
- Allen Parkway Village
- Kennedy Place.
- Victory Apartments
- Fulton Village
- Historic Rental Initiative
- Kelly Village
- Wilmington
- Clayton Homes
- Lincoln Park
- Irvinton Village
- Oxford Place

D. Planning Procedures and Suggestions for Residents to prepare for an EVACUATION

Make a ***medical information list*** to include the following:

- Medical providers
- Medications in use at this time
- Adaptive equipment, body support equipment
- Allergies and sensitivities
- Communications or cognitive difficulties
- Attach copies of health insurance cards
- Have an additional fourteen(14) day supply of medication available
- Extra copies of all prescriptions

PRACTICE AND MAINTAIN YOUR PLAN:

- Conduct fire and emergency evacuation drills semi-annually
- Replace stored water every three months and food every six months
- Test and recharge your fire extinguisher(s) according to manufacturer's instructions.
- Test your smoke detector once a month and replace the batteries every six months. It is suggested that the batteries be replaced in the fall and the spring.
- During emergencies listen to KTRH 740 AM, Houston's designated Alert System Station, for emergency information from local public officials. Follow their instructions and recommendations.

All employees will assist in the evacuation procedures until all EMS personnel have arrived at development. Employees will assist in keeping residents calm, away from danger and escort them to safety in an orderly manner. Upon the arrival of Houston Fire Department – “THEY” will be in charge and all employees will step back and allow the firemen to perform all further efforts in securing our residents safety as well as containing the damage.

II. CITY OF HOUSTON'S OFFICE OF EMERGENCY MANAGEMENT

The Authority shall designate a Special Projects Coordinator as the agency's representative for emergency services to the City of Houston. Request for services to address the particular emergency at hand such as water, food, first-aid supplies, medications, clothing and bedding and any special items for infants, elderly or disabled family members shall be made by the Authority's Public Safety Officer through the Houston Housing Authority Central Office.

Should evacuation of a building or a property be ordered, the Public Safety Officer shall follow emergency fire evacuation procedures of the Authority. The Authority's official placed in charge of the evacuation shall ensure that staging area(s) are prepared for vehicular ingress and egress of emergency or Housing Authority vehicles. The official shall be designated as the Incident Coordinator until the arrival of the Authority's Public Safety Officer.

III. MEDIA AND RESIDENT INFORMATIONAL REQUESTS

It is the policy of the Houston Housing Authority that the Housing Authority Deputy Director for Administration handles all requests by local media. Should the media request that a Housing Authority employee provide information regarding the Authority's deployment of personnel during an emergency, the Housing Authority employee shall refer the media representative(s) to the Houston Housing Authority's Deputy Director of Administration at (713) 260-0500. Houston Housing Authority employees should advise residents that appropriate Housing Authority emergency personnel and staff are addressing the current situation.

IV. EMERGENCY PROTOCOL FOR RESIDENTS ON LIFE SUSTAINING EQUIPMENT

Residents on life sustaining equipment will be notified individually of any planned interruption of electrical service to their unit or their building at least twenty-four (24) hours in advance. For unplanned interruptions of service, residents on life sustaining equipment should first call 911 for immediate assistance, then the Houston Housing Authority Central Office for Emergency Matters, in which case if evacuation is required the procedures under Section I. above shall apply.

HOUSTON HOUSING AUTHORITY

SECTION 504 / ADA EFFECTIVE COMMUNICATION POLICY

May 18, 2004

Revised August 29, 2007

HOUSTON HOUSING AUTHORITY

SECTION 504/ADA

EFFECTIVE COMMUNICATION POLICY

The Houston Housing Authority ("the Authority"), in administering all public and assisted housing programs is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. When requested, Houston Housing Authority employees, agents, contractors and private management companies, shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the programs, services and activities conducted by the Authority. Services to clients with Limited English Proficiency will be provided consistent with the Agency's LEP Plan (Tab X). All notifications, including approvals or denials of requests for effective communication referenced in this Policy, will be provided in an alternate format, upon request.

AUXILIARY AIDS AND SERVICES

"Auxiliary aids and services" may include, but are not limited to: (1) qualified sign language interpreters, note-takers, transcription services, written materials, telephone handset amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TDDs), or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and, (2) qualified readers, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

REQUEST FOR EFFECTIVE COMMUNICATION

When an auxiliary aid or service is required to ensure effective communication, The Authority will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. All requests for auxiliary aids and services must be made and received by the Houston Housing Authority 504/ADA Administrator more than two weeks prior to the date the service is needed. If in emergency circumstances an auxiliary aid or service is needed less than two weeks prior to the date the service is needed, The Authority will take reasonable steps to secure the auxiliary aid or service in less than two weeks. The Authority will give primary consideration to the choice expressed by the individual. "Primary consideration" means that the Authority will honor the choice, unless it can show that another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual with a disability will submit his/her request for auxiliary aids or services to Houston Housing Authority's 504/ADA Administrator at the address listed below. All requests shall be dated and time-stamped upon receipt.

504/ADA Administrator
The Houston Housing Authority
P.O. Box 2971
2640 Fountainview
Houston, Texas 77252-2971
(713) 260-0819
(713) 260-0547 (TTY)

If a person with a disability has an impairment that impedes them from mailing a request, he or she may use any other effective means to request an auxiliary aid or service that is necessary. All requests must include the person's name, address, and phone number.

Upon receipt of the request, the 504/ADA Administrator or designee will consult with the individual with a disability to determine the preferred type of auxiliary aid or service. If the preferred type of auxiliary aid or service is not available or not required, then the 504/ADA Administrator will ascertain whether an alternative means of communication will ensure effective communication. Within five (5) days of the receipt of the request, the 504/ADA Administrator will forward the request and the determination of the aid or service required to the Managing Director, Housing Choice Voucher Program or the Vice President, Housing Operations who will provide the requesting individual with a written notification of the proposed auxiliary aid or service to be provided. The approve request will be implemented no later than five (5) days after the Managing Director, Housing Choice Voucher Program or the Vice President, Housing Operations provides the requesting individual with the written notification of approval. The client or resident must provide forty eight (48) hours prior notice to Houston Housing Authority of any need to reschedule their meeting.

Upon disposition, copies of the final disposition of the request shall be forwarded to the 504/ADA Administrator who will maintain copies of all requests for effective communication and the Authority's response, including final disposition, for the duration of 3-years from the date of disposition.

PROCEDURES

A. Notice to Applicants

As a part of the application process, a notice will be posted for applicants to contact the 504/ADA Administrator if auxiliary aids or services are needed. This notice will also be posted prominently in the Authority's intake and application offices as well as all site offices.

B. Current Residents' Requests for Auxiliary Aids or Services

Requests for auxiliary aids or services should be made directly to the Authority's Property Manager, the Authority's contracted Private Property Manager or the Authority's Section 8 Contract Administrator who will forward the request(s) to the 504/ADA Administrator within one (1) business day of receipt. All requests for auxiliary aids and services must be made and received by the Houston Housing Authority 504/ADA Administrator more than two weeks prior to the date the service is needed.

C. Houston Housing Authority Notices and Correspondence

All Houston Housing Authority letterhead will contain the TDD/TTY telephone numbers. In addition, all meeting notices will contain a statement to, "Contact the 504/ADA Administrator for reasonable accommodations for meetings." Individuals with disabilities, who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., must make their requests and the Houston Housing Authority 504/ADA Administrator must receive their requests more than two (2) weeks prior to the event.

D. Requests from the Public

Requests from members of the public who wish to participate in HACH's programs, services and or activities shall submit their requests for auxiliary aids and services to the Authority's 504/ADA Administrator. They must make their requests and the Authority's 504/ADA Administrator must receive the requests more than two (2) weeks prior to the event.

GRIEVANCE PROCEDURES

If the requesting individual with a disability is not satisfied with the Authority's response to the individual's request for an auxiliary aid or service, the individual may file a formal grievance, including appropriate supporting documentation in accordance with the Authority's Grievance Procedure. A Grievance Panel selected by the Authority will hear all 504/Reasonable Accommodations hearings.

The grievance may be communicated orally or in writing. However, all oral grievances must be reduced to writing and maintained in the Authority's files. In addition, the Authority shall provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. All grievances shall be dated and time-stamped.

The Grievance Panel will render a decision in accordance with the Authority's Grievance Procedures. If the individual is dissatisfied with the Authority's Grievance Panel's determination, the individual may pursue remedies under the Authority's Grievance Procedures.

Houston Housing Authority

SECTION 8

FAMILY SELF-SUFFICIENCY

**ACTION
PLAN**

REVISED

June 2007

TABLE OF CONTENTS:

Section	Page #
I. Introduction	2
II. Mission & Philosophy	2
III. Participant Profile and Implementation Timetable	3
A. Demographic Profile of FSS-Eligible Families	4
B. Target Number of FSS Participants and Implementation Timetable	5
IV. Organization and Staffing	6
Housing Choice Voucher FSS	6
HCV FSS Program Coordinating Council	6
V. Outreach and Recruitment	7
Recruitment Tools	8
Assurances of non-interference with rights of non-participating families	9
VI. Participant Rights, Responsibilities and Incentives	9
FSS Individual Training and Service Plan	9
Meeting ITSP Responsibilities	9
Termination and Grievance Procedures	10
Incentives Plan	10
<i>Role Models</i>	
<i>Rewards</i>	
<i>Establishment of FSS Escrow Accounts</i>	
<i>Educational Workshops</i>	
<i>Bi-annual Job Fairs and College Fair/Financial Aid Seminars</i>	
<i>Graduation Celebrations</i>	
VII. Assessment and Referral	11
VIII. Services and Family Advocacy	12
Service Referrals	13
In-House Services	13
Coordination of Programs	14
IX. Monitoring Program Performance	15
X. FSS Flow Chart	16

I. INTRODUCTION

In 1996, the Houston Housing Authority (HHA) launched administration of the Section 8 Family Self-Sufficiency (FSS) Program. In recent years HHA's FSS Program has evolved to the point where much of the original action plan is now outdated. The HHA FSS Action Plan has been revised to more closely reflect the program's current status, future plans, goals and objectives.

II. MISSION AND PHILOSOPHY

The primary goal of the FSS Program for participants in the Housing Choice Voucher (HCV) program is to empower families to reach long-term financial independence through stable employment. Many HCV program participating heads of household are able to work and desire to work. For these families the best first step towards long-term self-sufficiency is a decent job, preferably one that holds the promise of advancement. For others who may need to overcome serious barriers to employment, immediate short-term goals involve family stabilization, vocational training and basic education. Thus, the basic philosophy of the FSS program is to view each client and family holistically, making a full assessment of needs and then empowering the family to reach the goals they have set for themselves. Only after a family's basic needs have been addressed is it productive to talk about work, but it is understood that only families who are motivated to progress quickly in areas of education, training and mental health are appropriate for the FSS program. Consequently the FSS Program's abiding philosophy is that meaningful employment is the "action step" that leads families out of poverty and all its depredations.

In keeping with this philosophy, and based on the assessed skills, needs, and current employment situation of FSS participants, the program will emphasize:

- Short-term paths to employment;
- Job retention and upward job change; and
- Financial self-sufficiency within five years

The core services of the FSS program include the following case management activities: outreach, assessment, counseling, referral to other services, and follow-up. At each stage of the program, the FSS participant has a single program staff member as their point of contact. This relationship will be supplemented by regular contact with vocational training and education service providers from the surrounding area. Initially, the participant meets with an FSS Coordinator who assesses family needs and resources and helps establish self-sufficiency goals. For an unemployed participant, the Coordinator determines the education, training, job placement, and supportive services needed for the participant to obtain employment. Generally, the Coordinator refers a participant to those services and follows-up to ensure that the participant is making progress toward the established goals. Once employed, the client receives on-going services from the Coordinator, depending on need, with a primary focus on job retention and career advancement goals, as well as necessary referrals to services as barriers to employment arise.

The FSS community is characterized by three informal and interrelated partnerships:

1. a partnership of mutual obligation between participants and the program;

2. a partnership of shared goals and resources between the FSS program and other agencies serving FSS clients; and
3. a partnership of mutual benefit between the FSS program and Houston businesses.

The partnership of mutual obligation between FSS participants and the program is formalized in a contractual agreement that specifies the expected participant activities and behavior as well as the FSS services and support needed to move participants to self-sufficiency. FSS offers continuing services to participants, even after they obtain stable employment, while FSS “graduates” contribute to the program through mentoring, peer counseling, and other services to FSS job seekers.

The partnership of shared goals and resources between FSS and other agencies and programs serving FSS clients is joined together through close collaboration and coordination. Since there is no special funding attached to FSS clients for case management, coordination of services must originate through a network of informal relationships between staff serving mutual clients. To facilitate this effort, HHA senior management cultivates contacts with providers serving the FSS client in the interest of providing continuity of care and coherent direction and support. FSS program staff identifies community resources that will provide services to clients, while the FSS program offers case management and coordination services to supplement the capacities of other agencies and help them achieve shared institutional and community goals.

The partnership of mutual benefit between FSS and Houston area businesses rests on the program developing a reputation for preparing and supporting responsible and skilled employees in their jobs. As the FSS program develops credibility, the business community will be willing to recruit FSS participants, participate in job fairs, and keep the FSS staff informed of job openings.

These partnerships help to advance the FSS philosophy and broader aims of the HCV Programs which affirm the belief that the multiple goals of family empowerment, quality affordable housing, and positive community involvement both depend on, and are supportive of, stable and decent employment.

III. PARTICIPANT PROFILE AND IMPLEMENTATION TIMETABLE

Families must have been a Housing Choice Voucher Participant at least 12 months in order to participate in the FSS Program. As of June 1, 2007 the HHA has over 12,000 families participating in the HCV program, with approximately 542 families participating in the FSS program. Of the approximately 542 families in the FSS program 139 receive TANF or SSI. The HHA is obligated to maintain a Section 8 HCV FSS enrollment of 590.

Demographic Profile of FSS Families

In many respects the FSS population mirrors the HHA assisted population as a whole. FSS participants are overwhelmingly non-elderly, African-American and single mothers. However, as one would hope, the economic circumstances of the FSS families are significantly better than those of the general population, even allowing for the fact that new enrollees in FSS would probably be no better off than these non-FSS families. These clients receive more education, vocational training, case management and mentoring which will result in better jobs, more pay and self-sufficiency.

Currently, FSS recruitment efforts focus primarily on HCV general clientele and those Housing Choice Voucher families receiving TANF and/or Social Security Income (SSI). Exhibit 2.1 shows the demographic characteristics of those currently participating in the HCV program, separately for cases receiving Temporary Assistance to Needy Families (TANF), Social Security Income (SSI) and cases not receiving TANF.

See Exhibit 2.1 Table, top of next page.

Exhibit 2.1

<u>Family Status</u>	<u># HCV</u>
Head - Age 62 Over	1,320
Head - Under 62	10,885
Handicapped/Disabled	7,360
<u>Source of Income:</u>	
TANF	670
SSI	1,899
Other (Employed)	3,532
<u>Gender (Head of Household)</u>	
Male	696
Female	11,509
<u>Race / Ethnicity</u>	
White	923
African-American	10,979
Asian	296
Native American	7
Hispanic	710
Non-Hispanic	11,495

B. Target Number of FSS Participants and Implementation Timetable

To meet the mandatory Housing Choice Voucher FSS program enrollment of 590, the HHA efforts will focus on meeting the following recruitment targets:

HCV FSS Enrollment	Target Date
550	June 30, 2007
570	September 30, 2007
590	December 31, 2007

The enrollment goals for the Housing Choice Voucher Program are established as follows:

Program	Enrollment Total	Target Date
HCV	590	December 31, 2007

IV. ORGANIZATION AND STAFFING

Housing Choice Voucher FSS Program Staffing

The Administrative Services, Special Programs Department performs intake and case management functions for the Housing Choice Voucher FSS participants. The FSS staff takes a holistic approach to assessing needs and coordinating services for HHA clients that provides a continuum of care across various government entities and also within the HCV program itself. FSS program staff currently includes: one (1) Administrator, one (1) Assistant Administrator, two (2) Occupancy Technicians, four (4) FSS Coordinators, and one (1) Homeownership Coordinator.

As “point of entry” into the program, the FSS Coordinators address both in-house and external inquiries, conduct orientations and initial interviews with applicants, and schedule formal intake appointments. FSS Coordinators assist clients in goal formation, provide counseling and service referral, and address program retention issues. (Caseloads average 150 FSS clients per FSS Coordinator) They are responsible for monitoring and maintaining the clients’ escrow accounts.

FSS Occupancy Technicians perform all ongoing occupancy functions for their clients. FSS Coordinators will author quarterly newsletters with job information, local service agencies listings, and upcoming event announcements. This staff partnering is also in place to assure that all the client’s dealings with the HCV program are coherent and coordinated.

The Assistant Administrator, Cylinder 4, Administrative Services, Special Programs oversees the day to day program operations, works on strategic developments, and reports on program activities to the Administrator, Cylinder 4. Charged with developing productive relationships with area businesses and agencies, the Administrator, Cylinder 4, spearheads most community-based recruitment efforts through program presentations before local organizations, churches, and civic groups.

HCV FSS Program Coordinating Committee

Since launching the FSS Program in 1996, the Program Coordinating Committee was developed as recommended by HUD with members representing various city agencies, non-profit community-based organizations dealing with work-readiness services, and non-profit service providers. Recently, the HHA is in the process of reshaping the Committee with a greater emphasis on Houston business, banking, community, and policymaker representation. The Program Coordinating Committee includes representatives of organizations that are important to the welfare-to-work community in all its facets: educational, policy development, vocational training and direct service delivery.

Housing Choice Voucher FSS Program Coordinating Committee Membership, June 2007

Designate Member, Ace Vocational School

Designate Member, Credit Coalition

Designate Member, Financial Aid Advisor, The WorkSource

Designate Member, Families Under Urban & Social Attack (FUUSA)

Designate Member, Neighborhood Centers

Designate Member, Urban League Learning Institute

Designate Member, Collaborative for Children

Designate Member, United Way of the Texas Gulf Coast – 211

Designate Member, Houston Community College (HCC) - GED Program

Designate Member, Harris County Department of Education

Designate Member, Education Learning & Enrichment Institute

Designate Member, Community Family Centers

Designate Member, Gulf Coast Community Centers

Designate Member, Housing Choice Voucher client

V. OUTREACH AND RECRUITMENT

FSS recruitment efforts focus on Housing Choice Voucher recipients, especially those receiving welfare (TANF) benefits. Participation in the FSS program is not mandatory for HCV recipients. However, HHA actively implements outreach activities to enroll clients in the FSS program on a volunteer basis. HHA seeks highly motivated clients without regard to race, color, religion, sex, handicap, familial status, or national origin who choose to become self-sufficient.

Bi-lingual notices are posted in all HHA waiting rooms, and supportive service provider offices. Weekly briefings are conducted commensurate with the Voucher Briefing schedule. In addition, continuous outreach is conducted at initial certification, annual re-certifications and interim re-determination of income for HCV participants. Also, random bi-lingual mailings are sent to the Housing Voucher participants throughout the year offering the program and explaining its services.

A second group targeted for recruitment into the FSS program is Homeownership participants. The Section 8 Homeownership program is being marketed first to FSS program participants. Through researching clients for the Homeownership Program, we found that over 90% could benefit from the services offered by this program. The FSS program will work with these participants to address issues that could hinder homeownership through credit counseling, money management and support during the stressful home buying process.

The FSS program will be able to help the clients get better education, training and possibly secure a job. The Homeownership Program will also attract these participants who desire to buy a home. A letter of introduction regarding the FSS program will be sent out to prospective FSS clients inviting them to a special briefing to explain how the FSS program can help them.

Recruitment Tools

- The richest source of FSS referrals are HHA staff, who in the course of a year make contact with 14,000 families to perform the annual re-certification that determines household eligibility for continued program participation. In-house training and information sessions on

the FSS program have resulted in a staff that is educated as to the benefits of FSS, supportive of its aims and objectives, and eager to link its clients to the services provided. Also, FSS information is enclosed in each mail out recertification package.

- A second opportunity to educate clients on the benefits of FSS is weekly orientation briefings conducted at various times throughout the year. These are informal presentations in which the FSS program is fully described and voucher holders are encouraged to complete a pre-application package.
- Bi-lingual brochures describing the FSS program are distributed at briefings and in response to written and phone inquiries about the program.
- At least monthly, FSS Coordinators present program information to community coalition and town meetings as well as government organizations and agencies. Additional briefings occur through active involvement in the Homeless Coalition and United Way monthly meetings, which are geographically grouped associations of various social service organizations such as non-profit providers of services to people with mental illnesses and developmental disabilities, area colleges and universities, child care agencies, and other social service agencies. FSS program information is provided to local churches in minority communities, as a method to both recruit FSS members and keep the public informed on program efforts to improve the lives of clients and hence the communities in which they live.
- HHA produces a quarterly newsletter for all current FSS participants. The newsletter is a tool to encourage FSS participation through program activity highlights, participant success stories, and a calendar of upcoming job recruitment and workshop events. Current participants have proven to be excellent resources for referral of fellow Housing Choice Voucher clients to the FSS program.

Assurances of non-interference with rights of non-participating families

During recruitment efforts, the HHA provides assurances to families that their election not to participate in the FSS will in no way affect their admission, continued assistance, and right to occupancy in accordance with the Housing Choice Voucher Program.

VI. PARTICIPANT RIGHTS, RESPONSIBILITIES AND INCENTIVES

While conduct enabling participants to get and keep a job is strongly encouraged, for many FSS clients “work readiness” traits need to be learned through services that help develop appropriate behaviors and attitudes. FSS program efforts will direct services to clients who want to work but have not yet internalized the skills that would make this possible. Thus the FSS environment is more an educational setting where clients are informed and supported while pursuing vocational endeavors and high value is placed on self-discipline, emotional control, punctuality, and good grooming.

FSS Individual Training and Service Plan

Individual rights and responsibilities and FSS program commitments to the participant are outlined in the FSS Individual Training and Service Plan (ITSP), a contractual agreement that specifies the services, achievements, and interim goals expected to lead the client ultimately to

self-sufficiency. Where appropriate, the ITSP will take into account similar plans that may have been developed by other employment-related programs and agencies. The ITSP also includes the FSS obligation to facilitate access to or directly provide services and support for the participant to achieve interim and final self-sufficiency goals.

The FSS ITSP will include interim achievements so that progress may be monitored toward the ultimate goal of financial independence. If a participant fails to achieve an interim goal or maintain attendance and/or performance standards in any particular service or services, the FSS Coordinator will first determine if the FSS program or any service provider failed to fulfill their obligations. If the responsibility is with the program itself or a service provider, the Coordinator will investigate the reasons for the failure and take steps to correct it. The Coordinator and the participant may also, if mutually agreeable, change the ITSP to substitute a different service or provider.

Meeting ITSP Responsibilities

Should a participant fail to maintain their ITSP obligations, the Coordinator will investigate the specific causes for the failure. If external barriers are preventing participation, the Coordinator will take steps to help remove them. If the failure is due to the participant's dissatisfaction with the ITSP or any part of the ITSP, the Coordinator will attempt to determine the reasons for the dissatisfaction and try to reach an agreement with the participant.

If the Coordinator determines that a participant has failed to fulfill the specific terms of the ITSP without good cause or has behaved in an inappropriate manner either at HHA, on the job, or at a job interview, the participant may be terminated from the program at the discretion of the Administrator of Administrative Services, Special Programs. Termination from the FSS program will not affect eligibility for the Housing Choice Voucher program rental assistance, as long as the participant continues to comply with the requirements of the HCV Program.

Termination and Grievance Procedures

The process leading to FSS termination must begin with a formal notice to the participant specifying the violation(s) of the ITSP and/or acceptable standards of behavior. The Coordinator will meet with the participant to discuss the violations at the participant's request. The Coordinator may also outline a program of reconciliation by which the participant may remediate the violation(s). Moreover, the participant may appeal the pending termination to HHA's Hearing Officer. FSS participants who withdraw, or are removed, from the Housing Choice Voucher Program for any other reason will also be terminated from FSS.

Upon mutual consent, changes to the terms of the ITSP may be initiated by the FSS participant or Coordinator at any time. An HCV FSS participant may also request in writing to the Administrator, Administrative Services, Special Programs for a change in FSS Coordinator. Reasons for any assigned staff changes will be documented in the case file.

Notwithstanding any difficulties concerning compliance with the ITSP or any other FSS requirement, the participant may choose to withdraw voluntarily from FSS at any time. A participant withdrawing from FSS will not lose any rights as a Housing Choice Voucher client, as long as other requirements of the HCV Program are met.

Incentives Plan

- Role Models

An important aspect of the values that govern the FSS program is that successful program participants and graduates serve the program through mentoring, peer counseling and other activities. Recognition as role models bestows tribute to the achievements of each client while the role model provides invaluable services at graduation, promotional events and recruitment sessions.

- Rewards

One motivational tool in development during the coming fiscal year involves recognizing significant interim achievements at FSS graduations. Participants who have reached major goals such as obtaining a GED, getting a job or a promotion or completing a training program will be invited to attend graduation ceremonies for recognition with award of a certificate.

- Establishment of FSS Escrow Accounts

FSS escrow accounts are an effective incentive tool that motivates clients to participate in the FSS program. In accordance with HUD regulations, HHA opens and maintains interest-bearing escrow accounts on behalf of each client during their participation in the FSS program. An escrow credit, based on increases in earned income of the family, is credited to this account. Each month FSS staff prepares a monthly schedule of FSS escrow to be deposited into a separate Money Market bank account specifically designated for FSS escrow. Upon completion of their identified goals, or other event as allowed by HUD regulation, FSS recipients receive their escrow balance. Several clients have put their escrow balances towards purchasing a home.

- Educational Workshops

FSS participants will be connected to community and HHA sponsored educational workshops and seminars to learn about employment and educational opportunities, parenting skills, health career planning, and financial and homeownership counseling.

- Bi-annual Job Fairs and College Fair/Financial Aid Seminars

Participants will have the opportunity to attend bi-annual job fairs and college fairs to meet prospective employers and meet with college admissions staff to discuss continued education opportunities and enrollment. Also, the HHA staff will join with local college and community college financial aid offices to conduct workshops on how to apply for financial aid to continue their education.

- Graduation Celebrations

Graduation celebrations occur approximately once a quarter where graduates are encouraged to invite their families and refreshments are served. The HHA senior management will preside over the ceremonies where each graduate is presented with a certificate and their escrow check. Each graduate is invited to speak and without fail these impromptu words resonate with gratitude, courage and hope. This is where the “service delivery system” of the FSS program comes full circle and the staff truly benefits from the generosity of spirit of the FSS graduate.

VII. ASSESSMENT AND REFERRAL

Most inquiries from potential participants and referrals to the FSS program go through FSS Coordinators. Preliminary conversations convey program details and explain that the program is designed to serve people who want to maximize their earnings through meaningful, full-time employment. Individuals who feel they need more education and/or training before returning to work are not discouraged; however, FSS Coordinators emphasize the belief that frequently the best training for returning to the workforce involves work itself. Workplace learning enables the client to internalize the skills necessary to hold down a job: showing up on time, showing up everyday, learning to interact with co-workers, learning to follow instructions, and so forth.

Once the FSS program employment goals are understood, the client is invited into the office for a program orientation. The client has the opportunity to ask questions and determine whether the goals and objectives of the program meet their needs. If the client is still interested, the Coordinator sets an individual assessment interview appointment. The ITSP is developed and executed at the time of this interview.

For clients who are not working when they join the FSS program, the assessment will focus on the immediate barriers to employment and longer-range career goals. For those with jobs, the assessment will address needs and resources related to job stability, retention and career advancement. The assessment will identify the family's resources and needs in such areas as work experience, job search and retention skills, education, training, childcare and transportation. The assessment will also address such issues as physical and mental health, parenting, budgeting and household management, English language skills, coping skills and other skills necessary to gain and sustain employment. Several key objectives will guide the assessment process covering the many issues faced during a participant's preparation for and entry into employment:

- Determine whether the participant is ready to look for work, including whether the participant has the skills needed for the type of employment sought and whether additional training would enhance the participant's long-term employability.
- Determine which service needs the family can meet themselves and which will require outside assistance.
- Encourage participants to identify and build on the positive life skills, strengths and capabilities they already possess.
- Establish priorities among identified needs.

The assessment will provide the basis for developing the family's FSS ITSP. The FSS ITSP will outline steps towards long-term independence from public assistance, establish interim goal timeframes, identify potential barriers, and anticipate strategies for overcoming barriers. The FSS ITSP also outlines FSS program commitments to support the participant efforts, and the roles and responsibilities of program staff in helping participants reach their goals. The FSS ITSP, like the assessment, will be reviewed periodically; staff and participants may choose to revise ITSPs as appropriate.

VIII. SERVICES AND FAMILY ADVOCACY

The primary goal of the HHA approach to the FSS program is to help clients clarify their vocational goals, link and refer them to necessary services, and provide the ongoing support they need to maintain their focus and motivation.

Thus, the intake interview is the foundation of a client's participation in FSS. It is during this interview that the Coordinator lays the groundwork for developing a successful long-term relationship with the client. The objective is to build a relationship based upon respect for the client, an assessment of the client's needs and appreciation for their strengths, and an understanding of any barriers to employment and services necessary to overcome them.

Following the initial assessment, the frequency and type of regular follow-up FSS participants receive will depend on the participant activities and needs. FSS Coordinators will be available to clients for phone consultations and in-person visits on a scheduled basis. Also, Section 8 Special Programs Occupancy Technicians will consult with FSS Coordinators as the occasion arises on changes in income or housing changes. Through the quarterly newsletter, FSS participants will receive information on workshop and job recruitment sessions, client success stories, vocational skill-related advice and information, and a highlighted social service agency.

Individual client contact will also occur through frequent calls to monitor individual progress. In general, Coordinators will contact those families who do not report in to get an update on the participant's current activities, discuss progress toward interim goals, and identify any areas where the participant may need assistance. The Coordinators will have more frequent contact with participants who request additional assistance and/or who are known to be having difficulties. When the monthly reports indicate a job loss, the FSS Coordinator will make every effort to contact the client immediately either by phone or letter to schedule an in-person visits.

Although staff will be supportive and share some responsibility for coordinating and arranging services, ultimately the participant will be encouraged to assume responsibility for obtaining the services needed to implement their strategy for self-sufficiency. Staff will convey a consistent message that participants need to take control of, and assume responsibility for their working lives. This acceptance of responsibility will be critical to participant success in the workplace.

The FSS program staff work as a team to assist participants as they work toward employment and self-sufficiency. FSS staff provides individuals and families in-house services as well as referrals to additional services in the community as appropriate. While FSS Coordinators serve as the key staff contact for participants, the Texas Workforce Commission will have considerable one-on-one contact with the clients during the initial job search, early stages of employment, and job changes. All staff, including the Occupancy Technicians, will coordinate closely to ensure that participants making the transition to work are supported with comprehensive services.

Service Referrals

Following the development of the FSS ITSP, the coordinators begin assisting participants to identify the resources needed to begin implementing their plans for reaching self-sufficiency. Participants seeking further education are referred for additional academic assessment if needed; those who are still identifying their employment goals may be referred for more in-depth testing and career counseling. Depending on the participant's interests and prior education, referrals may be made to local providers of basic education (GED), vocational or technical education, English as a Second Language course, and/or academic training. Participants who are already looking for work or who are planning to begin a job search may be referred to programs sponsored by the Texas Workforce Commission. Participants may also receive referrals for supportive services, such as childcare and transportation assistance, personal or family counseling, or medical services.

To make effective use of the education, training, and support services available to FSS-eligible families, FSS staff compiles, maintains and updates a directory of local service providers. Coordinators will make every effort to follow up with participants and service providers regarding the outcomes of referrals. Staff will make sure the participants were able to contact the provider, that the needed services were available, and that the participant is satisfied with the quality of service. Heavy reliance is placed on clients reporting if they are unable to access the referred services so that, if needed, intervention can take place on their behalf.

In-House Services

The comprehensive assessment focuses on the skills and resources necessary to help participants obtain and keep employment. FSS Coordinators play a primary role in facilitating referrals to outside services, monitoring progress on short and long term goals, and providing support and encouragement.

In addition to the one-on-one contacts between staff and participants, the program offers opportunities for participants to meet each other, share experiences, and gain additional skills. There will be periodic workshops held for FSS Participants throughout the year. Speakers are engaged to provide presentations where attendees can discuss topics of mutual interest and concern. Each of these sessions focuses on some aspect of work readiness and/or life skills (i.e., resume writing and interviewing, “dress for success,” building self-esteem, balancing work and family obligations, childcare, money management and stress management etc.)

When an FSS participant begins looking for work, staff provides assistance in job search and job listings. Staff also provides the important support and encouragement that job seekers need to stay motivated during a job search

The transition from welfare to work usually includes spells of employment and unemployment; FSS participants are no exception, especially those who have limited skills and little or no work history. These participants may face greater barriers to retaining employment (e.g. limited workplace skills) and jobs with low skill requirements may be less stable (e.g. subject to seasonal or repeated layoffs). Staff attempts to minimize the spells of unemployment by encouraging participants to begin searching for work immediately and by continually working with potential employers to develop new opportunities for FSS participants. They will also help participants target employment opportunities with the potential for long-term stability.

Coordination of Programs

In an environment like Houston where there is fierce competition for limited vocational training and job placement resources; tremendous challenges exist for ensuring successful service referrals for FSS program clients. Insufficient resources and staffing for overburdened providers severely limits the services available for clients. Although FSS client’s needs and goals are widely diverse, formal arrangements with employers to hire FSS clients in blocks are further stymied by a lack of similar tax incentives available to providers who work strictly with TANF recipients. While conflicting program regulations and procedures have hindered full partnerships with other government entities, HHA has successfully developed channels for coordinating services when we “share” a client with another entity.

Informal relationships with a broad array of providers and employers, particularly those where mutual clients are shared with other providers, helps identify valuable resources for services such

as childcare, financial counseling, vocational training, GED preparation, and so forth. Such informal relationships have fostered effective collaborations with city and state government agencies, including the Texas Workforce Commission and Texas Department of Human Services. As an illustration, Houston Community College provides free GED classes, computer training, job readiness and several training programs with job placement to FSS clients. In addition, we have developed a strong network of associations with various vocational training programs, social service agencies, and childcare resources.

IX. MONITORING PROGRAM PERFORMANCE

HHA staff and management are responsible for monitoring and assessing FSS program performance on a regular basis. We have developed a number of key indicators and track this data on a monthly, quarterly and annual basis.

- Total enrollment
- Number of clients enrolled in any given month
- Amount of escrow deposits in a current month
- Number of escrow deposits in a current month
- % of employed heads of household
- % of clients who obtain employment in a current month
- % of clients who are working on GED or in College
- % of Family Unification Program voucher holders enrolled in FSS
- Number of outside referrals made to service providers to support families' interim goals (training, education, credit counseling, job referrals, etc.)
- Number of in-house counseling sessions (e.g. club meetings, one-on-one sessions with Coordinators)
- Number of clients who meet an interim goal in a given month and the kind of goal they reached

In addition to quantitative reports collected monthly, the HHA program management staff will prepare Monthly Narrative Reports that highlight special events and strategic developments.

Flow Chart of FSS Program Steps

Initial Contact with FSS Staff



Orientation



Needs Assessment



Individual Training and Services Plan



Contract of Participation (5 year Program Plan begins)



Coordination of Services



Goals are achieved

(Educational, Training, Income, Verifiable Non-Receipt of Government Assistance)



Graduation from FSS Program

The Houston Housing Authority

**Public Housing
FAMILY SELF-SUFFICIENCY**

**ACTION
PLAN**

REVISED

June 2007

TABLE OF CONTENTS

Section		Page #
I.	Introduction	2
II.	Mission & Philosophy	2
III.	Participant Profile and Implementation Timetable	3
	A. Demographic Profile of FSS-Eligible Families	4
	B. Target Number of FSS Participants and Implementation Timetable	5
IV.	Organization and Staffing	5
V.	Outreach and Recruitment	5
	Recruitment Tools	6
	Assurances of non-interference with rights of non-participating families	6
VI.	Participant Rights, Responsibilities and Incentives	6
	FSS Individual Training and Service Plan	7
	Meeting ITSP Responsibilities	7
	Termination and Grievance Procedures	7
	Incentives Plan	8
	<i>Role Models</i>	
	<i>Rewards</i>	
	<i>Establishment of FSS Escrow Accounts</i>	
	<i>Educational Workshops</i>	
	<i>Bi-annual Job Fairs and College Fair/Financial Aid Seminars</i>	
	<i>Graduation Celebrations</i>	
VII.	Assessment and Referral	9
VIII.	Services and Family Advocacy	9
	Service Referrals	10
	In-House Services	11
	Coordination of Programs	12
IX.	Monitoring Program Performance	12
X.	FSS Flow Chart	13

I. INTRODUCTION

Since 199, The Houston Housing Authority has administered the Section 8 FSS program. In 2003, the Houston Housing Authority submitted a combined FSS Action Plan which governed the existing Section 8 Housing Voucher program and any future funding received for its Public Housing Program. In May 2006, the Houston Housing Authority was awarded its first Public Housing Self-Sufficiency program grant. The Housing Authority was funded \$49,504.00 to hire a FSS Coordinator who would enroll 50 public housing residents in their road to self-sufficiency.

While both the Section 8 and Public Housing programs administers its programs similarly, the Public Housing FSS Action Plan has been revised as a stand alone document to more closely reflect the program's current status, goals and objectives.

II. MISSION AND PHILOSOPHY

The primary goal of the FSS Program for residents of the Houston Housing Authority's Public Housing is to empower families to reach long-term financial independence through education, training and consistent employment. Many public housing residents are able to work and desire to work. For these residents, the best first step towards long-term self-sufficiency is education, training and sustainable employment. For others who may need to overcome serious barriers prior to employment such as family stabilization, vocational training and basic education. Thus, the basic philosophy of the FSS program is to view each resident individually and family holistically; making a full assessment of needs and empowering the resident and family to reach the goals they have set for themselves.

The Public Housing FSS program will assess the basic needs of the resident and family. After the basic needs have been addressed, a plan to work towards, education and/or training and stable employment will be developed. Consequently, the FSS Public Housing FSS program's abiding philosophy is that meaningful employment is the "action step" that leads families out of poverty.

In keeping with this philosophy, and based on the assessed skills, needs, and current employment situation of FSS participants, the program will emphasize:

- Employment
- Training
- Short-term paths to employment;
- Job retention and upward job change; and
- Financial self-sufficiency within five years

The core services of the FSS program include the following case management activities: outreach, assessment, counseling, referral to other services, and follow-up. At each stage of the program, the Public Housing FSS Coordinator is the participant's point of contact. This relationship is supplemented by regular contact with vocational training and education service providers from the surrounding area. Initially, the participant meets with the FSS Coordinator who will assess the family's needs and resources and help establish self-sufficiency goals. For an unemployed participant, the FSS Coordinator determines the education, training, job placement, and supportive services needed for the participant to obtain employment. Generally, the Coordinator refers a participant to those services and follows up to ensure that the participant is making progress toward the established goals. Once employed, the participant receives on-

going services from the Coordinator, depending on need, with a primary focus on job retention and career advancement goals, as well as necessary referrals to services as barriers to employment arise.

The FSS community is characterized by three informal and interrelated partnerships:

1. a partnership of mutual obligation between participants and the program;
2. a partnership of shared goals and resources between the FSS program and other agencies serving FSS participants; and
3. a partnership of mutual benefit between the FSS program and Houston businesses.

The partnership of mutual obligation between FSS participants and the program is formalized in a contractual agreement that specifies the expected participant activities and behavior as well as the FSS services and support needed to move participants to self-sufficiency. FSS offers continuing services to participants, even after they obtain stable employment, while FSS “graduates” contribute to the program through mentoring, peer counseling, and other services to FSS job seekers.

The partnership of shared goals and resources between FSS and other agencies and programs serving FSS clients is joined together through close collaboration and coordination. Since there is no special funding attached to FSS clients for case management, coordination of services must originate through a network of relationships between staff serving mutual clients. To facilitate this effort, the Houston Housing Authority’s senior management cultivates contacts with providers serving the FSS client in the interest of providing continuity of care and coherent direction and support. FSS program staff identifies community resources that will provide services to clients, while the FSS program offers case management and coordination services to supplement the capacities of other agencies and help them achieve shared institutional and community goals.

The partnership of mutual benefit between FSS and Houston area businesses rests on the program developing a reputation for preparing and supporting responsible and skilled employees in their jobs. As the FSS program develops credibility, the business community will be willing to recruit FSS participants, participate in job fairs, and keep the FSS staff informed of job openings.

These partnerships help to advance the FSS philosophy and broader aims of the Public Housing which affirms the belief that the multiple goals of family empowerment, quality affordable housing, and positive community involvement both depend on, and are supportive of, stable and decent employment.

III. PARTICIPANT PROFILE AND IMPLEMENTATION TIMETABLE

All Houston Housing Authority Public Housing residents and families are eligible to participate in the FSS Program. As of February 2007, the Houston Housing Authority has fifty-three (53) residents participating in the Public Housing FSS program. Of the 53 residents, nineteen (19) receive TANF or Child Support, nine (9) receive Social Security benefits, twenty (20) are employed and three (3) are underemployed.

As of February 2007, the Housing Authority has 3,015 public housing units available for occupancy.

Currently, FSS recruitment efforts focus primarily on those residents who receive public assistance, contributions, SSI or residents who are underemployed. The chart below shows some demographic characteristics of those currently participating in the Public Housing Program.

A. Demographic Profile of FSS Eligible Families

<u>Family Status</u>	
Head - Age 62 Over	632
Head - Under 62	2426
Handicapped/Disabled	736
<u>Source of Income:</u>	
TANF	237
SSI	2071
Other (Employed)	1139
<u>Gender (Head of Household)</u>	
Male	613
Female	2445
<u>Race / Ethnicity</u>	
White	104
African-American	2332
Asian	242
Native American	3
Hispanic	377
Non-Hispanic	2681

B. Implementation Timetable

The Public Housing Programs are established as follows:

Program	Enrollment Total	Target Date
PHO	50	February 28, 2007

IV. ORGANIZATION AND STAFFING

Public Housing FSS Program Staffing

The Public Housing FSS program currently has one FSS Coordinator on staff. The Coordinator is responsible for the recruitment, intake and case management of FSS participants. The FSS Coordinator takes a holistic approach to assessing needs and coordinating services for the Houston Housing Authority participants that provides a continuum of care across various government and community based entities.

As “point of entry” into the program, the FSS Coordinator promotes the program to the property managers, resident leaders and residents of public housing. The Coordinator also conducts orientations and initial interviews with applicants, and schedule formal intake appointments. The FSS Coordinator assist participants in goal setting, provide counseling and service referrals, and address program retention issues. The Coordinator is also responsible for monitoring and maintaining the participants’ escrow accounts.

The FSS Program Coordinating Committee

Since launching the Public Housing FSS Program in May 2006, the Program Coordinating Committee was developed as recommended by HUD with members representing various city agencies, non-profit community-based organizations dealing with work-readiness services, and non-profit service providers. The Program Coordinating Committee includes representatives of organizations that are important to the welfare-to-work community in all its facets: educational, policy development, vocational training and direct service delivery.

FSS Program Coordinating Committee Membership

James Malone, Harris County Social Services
Sonya Dunn, Pinnacle Career Center
Stephanie Boutte, H-TEC Training Institute
Bernadette Dames, Houston Area Urban League
Beverly Miller, Houston Community College (HCC) - GED Program
Designate Member, Financial Aid Advisor, The WorkSource
Helen Staggs, Families Under Urban & Social Attack (FUUSA)
Dawn Johnson, Collaborative for Children
Pamela Bryant, In-Roads Houston
Carmella Walker-Hayter, resident, Kelly Village
Haji Mcholo, resident, Kennedy Place

V. OUTREACH AND RECRUITMENT

FSS recruitment efforts focus on public housing residents, especially those receiving welfare (TANF) benefits. Participation in the FSS program is not mandatory for public housing residents. However, the Houston Housing Authority actively implements outreach activities to enroll clients in the FSS program on a volunteer basis. The Agency seeks highly motivated

clients without regard to race, color, religion, sex, handicap, familial status, or national origin who choose to become self-sufficient.

Notices are posted in all public housing development management offices and community buildings, and supportive service provider offices. In addition, continuous outreach is conducted at initial admission into public housing, annual re-certifications and interim re-determination of income for public housing residents.

Recruitment Tools

- The richest source of FSS referrals are from property staff, who in the course of a year make contact with over 3,000 public housing families to perform the annual re-certification that determines household eligibility for continued program participation. In-house training and information sessions on the FSS program have resulted in a staff that is educated as to the benefits of FSS, supportive of its aims and objectives, and eager to link its clients to the services provided.
- A second opportunity to educate clients on the benefits of FSS is at the monthly resident council meetings at each development. These are informal presentations in which the FSS program is fully described and residents are encouraged to complete a pre-application package.
- Finally, the FSS Coordinator conducts orientations at least twice a month to introduce the program to residents. The orientations are scheduled in the afternoon and on Saturdays as well as during the week to accommodate schedules.
- At least monthly, the FSS Coordinator presents program information to community organizations and town meetings as well as government organizations and agencies. Additional briefings occur through active involvement in the United Way monthly meetings, which are geographically grouped associations of various social service organizations such as non-profit providers of services to people with mental illnesses and developmental disabilities, area colleges and universities and child care agencies.

Assurances of non-interference with rights of non-participating families

During recruitment efforts, the Houston Housing Authority provides assurances to families that their election not to participate in the FSS will in no way affect their admission, continued assistance, and right to occupancy in accordance with a lease through the Public Housing Program.

VI. PARTICIPANT RIGHTS, RESPONSIBILITIES AND INCENTIVES

While conduct enabling participants to get and keep a job is strongly encouraged, for many FSS clients “work readiness” traits need to be learned through services that help develop appropriate behaviors and attitudes. FSS program efforts will direct services to clients who want to work but have not yet internalized the skills that would make this possible. Thus, the FSS environment is more an educational setting where clients are informed and supported while pursuing vocational

endeavors and high value is placed on self-discipline, emotional control, punctuality, and good grooming.

FSS Individual Training and Service Plan

Individual rights and responsibilities and FSS program commitments to the participant are outlined in the FSS Individual Training and Service Plan (ITSP), a contractual agreement that specifies the services, achievements, and interim goals expected to lead the client ultimately to self-sufficiency. Where appropriate, the ITSP will take into account similar plans that may have been developed by other employment-related programs and agencies. The ITSP also includes the FSS obligation to facilitate access to or directly provide services and support for the participant to achieve interim and final self-sufficiency goals.

The FSS ITSP will include interim achievements so that progress may be monitored toward the ultimate goal of financial independence. If a participant fails to achieve an interim goal or maintain attendance and/or performance standards in any particular service or services, the FSS Coordinator will first determine if the FSS program or any service provider failed to fulfill their obligations. If the responsibility is with the program itself or a service provider, the Coordinator will investigate the reasons for the failure and take steps to correct it. The Coordinator and the participant may also, if mutually agreeable, change the ITSP to substitute a different service or provider.

Meeting ITSP Responsibilities

Should a participant fail to maintain their ITSP obligations, the Coordinator will investigate the specific causes for the failure. If external barriers are preventing participation, the Coordinator will take steps to help remove them. If the failure is due to the participant's dissatisfaction with the ITSP or any part of the ITSP, the Coordinator will attempt to determine the reasons for the dissatisfaction and try to reach an agreement with the participant.

If the Coordinator determines that a participant has failed to fulfill the specific terms of the ITSP without good cause or has behaved in an inappropriate manner either at the Houston Housing Authority, on the job, or at a job interview, the participant may be terminated from the FSS program at the discretion of the Coordinator. Termination from the FSS program will not affect their eligibility as a resident of public housing, as long as the participant continues to comply with the requirements of the Public Housing Program.

Termination and Grievance Procedures

The process leading to FSS termination must begin with a formal notice to the participant specifying the violation(s) of the ITSP and/or acceptable standards of behavior. The Coordinator will meet with the participant to discuss the violations at the participant's request. The Coordinator may also outline a program of reconciliation by which the participant may remediate the violation(s). Moreover, the participant may appeal the pending termination to the Houston Housing Authority's Hearing Officer. FSS participants who withdraw, or are removed, from the Public Housing Program for any other reason will also be terminated from the FSS program.

Upon mutual consent, changes to the terms of the ITSP may be initiated by the FSS participant or Coordinator at any time.

Notwithstanding any difficulties concerning compliance with the ITSP or any other FSS requirement, the participant may choose to withdraw voluntarily from FSS at any time. A participant withdrawing from FSS will not lose any rights as a resident of public housing, as long as other requirements of the Public Housing Program are met.

Incentives Plan

- *Role Models*

An important aspect of the values that govern the FSS program is that successful program participants and graduates serve the program through mentoring, peer counseling and other activities. Recognition as role models bestows tribute to the achievements of each client while the role model provides invaluable services at graduation, promotional events and recruitment sessions.

- *Rewards*

One motivational tool in development during the coming fiscal year involves recognizing significant interim achievements at FSS graduations. Participants who have reached major goals such as obtaining a GED, getting a job or a promotion or completing a training program will be invited to attend graduation ceremonies for recognition with award of a certificate.

- *Establishment of FSS Escrow Accounts*

FSS escrow accounts are an effective incentive tool that motivates clients to participate in the FSS program. In accordance with HUD regulations, the Houston Housing Authority opens and maintains an interest-bearing escrow account on behalf of each client during their participation in the FSS program. An escrow credit, based on increases in earned income of the family, is credited to this account. Each month staff prepares a monthly schedule of FSS escrow to be deposited into a separate Money Market bank account specifically designated for FSS escrow. Upon completion of their identified goals, or other event as allowed by HUD regulation, FSS recipients receive their escrow balance.

Residents enrolled in the FSS Program will not be enrolled in Earned Income Disallowance (EID) and Escrow Program simultaneously.

- *Educational Workshops*

FSS participants will be connected to community and Houston Housing Authority sponsored educational workshops and seminars to learn about employment and educational opportunities, parenting skills, career planning and financial and homeownership counseling.

- *Job Fairs and College Fair/Financial Aid Seminars*

Participants will have the opportunity to attend job fairs and college fairs to meet prospective employers and meet with college admissions staff to discuss continued education opportunities and enrollment. Also, the Houston Housing Authority staff will join with local college and community college financial aid offices to conduct workshops on how to apply for financial aid to continue their education.

- *Graduation Celebrations*

Graduation celebrations occur approximately once a year (if there are graduates) where graduates are encouraged to invite their families to participate in the celebration of their success. The Houston Housing Authority senior management will preside over the ceremonies where each

graduate is presented with a certificate and their escrow check. Each graduate is invited to speak and without fail these impromptu words resonate with gratitude, courage and hope. This is where the “service delivery system” of the FSS program comes full circle and the staff truly benefits from the generosity of spirit of the FSS graduate.

VII. ASSESSMENT AND REFERRAL

Most inquiries from potential participants and referrals to the FSS program go through the FSS Coordinator. Preliminary conversations convey program details and explain that the program is designed to serve people who want to maximize their earnings through meaningful, full-time employment. Individuals who feel they need more education and/or training before returning to work are not discouraged; however, the FSS Coordinator emphasizes the belief that frequently the best training for returning to the workforce involves work itself. Workplace learning enables the client to internalize the skills necessary to hold down a job: showing up on time, showing up everyday, learning to interact with co-workers, learning to follow instructions, and so forth.

The client is invited into the office for a program orientation. The client has the opportunity to ask questions and determine whether the goals and objectives of the program meet their needs. If the client is interested, the Coordinator sets an individual assessment interview appointment. The ITSP is developed and executed at the time of this interview.

For clients who are not working when they join the FSS program, the assessment will focus on the immediate barriers to employment and longer-range career goals. For those with jobs, the assessment will address needs and resources related to job stability, retention and career advancement. The assessment will identify the family’s resources and needs in such areas as work experience, job search and retention skills, education, training, childcare and transportation. The assessment will also address such issues as physical and mental health, parenting, budgeting and household management, English language skills, coping skills and other skills necessary to gain and sustain employment. Several key objectives will guide the assessment process covering the many issues faced during a participant’s preparation for and entry into employment:

- Determine whether the participant is ready to look for work, including whether the participant has the skills needed for the type of employment sought and whether additional training would enhance the participant’s long-term employability.
- Determine which service needs the family can meet themselves and which will require outside assistance.
- Encourage participants to identify and build on the positive life skills, strengths and capabilities they already possess.
- Establish priorities among identified needs.

The assessment will provide the basis for developing the family’s FSS ITSP. The FSS ITSP will outline steps towards long-term independence from public assistance, establish interim goal timeframes, identify potential barriers, and anticipate strategies for overcoming barriers. The FSS ITSP also outlines FSS program commitments to support the participant efforts, and the roles and responsibilities of program staff in helping participants reach their goals. The FSS ITSP, like the assessment, will be reviewed periodically; staff and participants may choose to revise ITSPs as appropriate.

VIII. SERVICES AND FAMILY ADVOCACY

The primary goal of the Houston Housing Authority's approach to the FSS program is to help clients clarify their vocational goals, link and refer them to necessary services, and provide the ongoing support they need to maintain their focus and motivation.

Thus, the intake interview is the foundation of a client's participation in FSS. It is during this interview that the Coordinator lays the groundwork for developing a successful long-term relationship with the client. The objective is to build a relationship based upon respect for the client, an assessment of the client's needs and appreciation for their strengths, and an understanding of any barriers to employment and services necessary to overcome them.

Following the initial assessment, the frequency and type of regular follow-up FSS participants receive will depend on the participant activities and needs. The FSS Coordinator will be available to clients for phone consultations and in-person visits on a scheduled basis.

Individual client contact will also occur through frequent calls to monitor individual progress. In general, the Coordinator will contact those families who do not report in to get an update on the participant's current activities, discuss progress toward interim goals, and identify any areas where the participant may need assistance. The Coordinator will have more frequent contact with participants who request additional assistance and/or who are known to be having difficulties. When the monthly reports indicate a job loss, the FSS Coordinator will make every effort to contact the client immediately either by phone or letter to schedule an in-person visit.

Although the Coordinator will be supportive and share some responsibility for coordinating and arranging services, ultimately the participant will be encouraged to assume responsibility for obtaining the services needed to implement their strategy for self-sufficiency. Staff will convey a consistent message that participants need to take control of, and assume responsibility for their working lives. This acceptance of responsibility will be critical to the participant's success in the workplace.

The FSS Coordinator will work as a team along with the participant to assist them as they work toward employment and self-sufficiency. The FSS Coordinator provide individuals and families in-house services as well as referrals to additional services in the community as appropriate. The FSS Coordinator will coordinate closely to ensure that participants making the transition to work are supported with comprehensive services.

Service Referrals

Following the development of the FSS ITSP, the Coordinator will begin assisting participants to identify the resources needed to begin implementing their plans for reaching self-sufficiency. Participants seeking further education are referred for additional academic assessment if needed; those who are still identifying their employment goals may be referred for more in-depth testing and career counseling. Depending on the participant's interests and prior education, referrals may be made to local providers of basic education (GED), vocational or technical education, English as a Second Language course, and/or academic training. Participants who are already

looking for work or who are planning to begin a job search may be referred to programs sponsored by the WorkSource. Participants may also receive referrals for supportive services, such as childcare and transportation assistance, personal or family counseling, or medical services.

To make effective use of the education, training, and support services available to FSS-eligible families, the FSS Coordinator compiles, maintains and updates a directory of local service providers. Coordinators will make every effort to follow up with participants and service providers regarding the outcomes of referrals. Staff will make sure the participants were able to contact the provider, that the needed services were available, and that the participant is satisfied with the quality of service. Heavy reliance is placed on clients reporting if they are unable to access the referred services so that, if needed, intervention can take place on their behalf.

In-House Services

The comprehensive assessment focuses on the skills and resources necessary to help participants obtain and keep employment. The FSS Coordinator plays a primary role in facilitating referrals to outside services, monitoring progress on short and long term goals, and providing support and encouragement.

In addition to the one-on-one contacts between the FSS Coordinator and participants, the program offers opportunities for participants to meet each other, share experiences, and gain additional skills. There will be quarterly meetings of the Public Housing *Job Club*, which will serve to emphasize the employment focus of the program. The *Job Club*, which serves as an informal peer support group will stress the concepts of participant responsibility and workplace expectations. Speakers are engaged to provide presentations where attendees can discuss topics of mutual interest and concern. Each of these sessions focuses on some aspect of work readiness and/or life skills (i.e., resume writing and interviewing, “dress for success,” keeping the job, how to get promoted, building self-esteem, balancing work and family obligations, childcare, money management and stress management etc.)

When an FSS participant begins looking for work, the FSS Coordinator provides assistance in job search and job listings. The Coordinator also provides the important support and encouragement that job seekers need to stay motivated during a job search. Through the *Job Club* the program puts current job seekers in contact with participants who are already working; these “mentors” are invaluable sources of advice and support.

The transition from welfare to work usually includes spells of employment and unemployment; FSS participants are no exception, especially those who have limited skills and little or no work history. These participants may face greater barriers to retaining employment (e.g. limited workplace skills) and jobs with low skill requirements may be less stable (e.g. subject to seasonal or repeated layoffs). The Coordinator attempts to minimize the spells of unemployment by encouraging participants to begin searching for work immediately and by continually working with potential employers to develop new opportunities for FSS participants. They will also help participants target employment opportunities with the potential for long-term stability.

Coordination of Programs

Informal relationships with a broad array of providers and employers help to identify valuable resources for services such as childcare, financial counseling, vocational training, GED preparation, and so forth. Such informal relationships have fostered effective collaborations with city and state government agencies, including the WorkSource and Texas Department of Human Services. As an illustration, Houston Community College provides free GED classes and Adult Basic Education classes to the FSS clients. In addition, a strong network of associations with various vocational training programs, social service agencies, and childcare resources has been developed.

IX. MONITORING PROGRAM PERFORMANCE

The Houston Housing Authority staff and management are responsible for monitoring and assessing FSS program performance on a regular basis. A number of key indicators and track this data on a monthly, quarterly and annual basis has been developed.

- Total enrollment
- Number of clients enrolled in any given month
- Amount of escrow deposits in a current month
- Number of escrow deposits in a current month
- % of employed heads of household
- % of clients who obtain employment in a current month
- % of clients who are working on GED or in College
- Number of outside referrals made to service providers to support families' interim goals (training, education, credit counseling, job referrals, etc.)
- Number of in-house counseling sessions (e.g. job club meetings, one-on-one sessions with Coordinator)
- Number of clients who meet an interim goal in a given month and the kind of goal they reached

In addition to quantitative reports collected monthly, the Houston Housing Authority program management staff will prepare Monthly Narrative Reports that highlight special events and strategic developments. An expanded version of these reports will also be compiled on a semi-annual basis.

Flow Chart of FSS Program Steps

Initial Contact with FSS Coordinator



Orientation



Needs Assessment



Individual Training and Services Plan



Contract of Participation (5 year Program Plan begins)



Coordination of Services



Goals are achieved

(Educational, Training, Income, Verifiable Non-Receipt of Government Assistance)



Graduation from FSS Program



HOUSTON
HOUSING AUTHORITY

Transforming Lives & Communities

2640 Fountain View Drive Houston, Texas 77057 | 713.260.0500 P | 713.260.0547 TTY | www.housingforhouston.com

OFFICE OF PUBLIC HOUSING OPERATIONS

COMMUNICATION

- Customer Service Department was created to provide training and respond to customer complaints on a daily basis.
- Resident comment boxes were placed at each site inaccessible by Management to monitor customer satisfaction and identify areas where improvement is needed.
- Mandatory Customer Service training for all staff members including Private Management Companies.
- Staff changes were made to efficiently utilize staff to improve resident communication and interaction at various properties.
- Management will hold informational meetings with residents each month to provide site-specific information as well as general information, and information related to tenant opportunity programs.
- Management will request to present site-specific information as well as general policy information affecting residency, and information related to tenant opportunity programs, at Resident Council meetings each month.
- Fliers will continue to be distributed door-to-door to provide information on major maintenance & repair activities (water shut-off, modernization, etc.).
- Group orientation sessions will be implemented to review the lease in detail prior to move-in. A Public Housing Orientation video will be reviewed, which will provide an overview of the lease and highlight tenant responsibilities including the upkeep of their units.
- A housekeeping video will be reviewed as part of orientation.
- The Department of Client Services is charged with working with Resident Councils. Staff in this department will provide technical assistance to residents regarding their organizations.

PUBLIC SAFETY

- The Office of Public Safety will initiate increased awareness in all parking areas which will include increased signage identifying no trespassing and no loitering areas which will be enforced by property management and law-enforcement officers. Abandoned or illegally parked and unregistered vehicles will be towed within 24 hours of being tagged.
- Recent site improvements include the following:
 - Tree trimming around the buildings and lights to improve lighting
 - Regular monitoring of outside lighting to make sure they are working properly
 - Additional lighting where needed
 - Brighter wattage lighting to improve visibility
 - Repairs made to insure walk thru gates lock properly
- Monthly safety meetings with Police Officers and residents.
- Managers attend Monthly PIP meetings.
- The Office of Public Safety will intensify resident screening and tracking of criminal activity of residents and proceed with immediate evictions of all violators. All household members over the age of 17 will be required to submit to a criminal background check at the time of recertification.
- The Office of Public Safety will initiate crime prevention training for residents on Family developments as well as senior high rise building sites to decrease safety concerns of residents.
- Improve Safety Officers' visibility by increasing coverage from 8 to 16 hours a day and increase staff from 3 to 7 officers.

NEIGHBORHOOD APPEARANCE

- A "Property Inspection Checklist" was implemented for site and management staff to utilize when doing exterior, onsite inspections at least two-three times per month. Follow-through occurs monthly to ensure that work-identified from the previous month was corrected. Onsite personnel will monitor property's conditions and needs on a daily basis and make the appropriate repairs.
- Notices will be issued to residents who repeatedly violate the material terms of the lease. The Site Manager will continue to issue a lease termination notice and proceed with eviction after receiving 3 validated complaints.
- Safety and Risk Manager will conduct property inspections and inform the managers of any findings concerning risk and hazard issues. The properties recently had capital improvement done such as: exterior painting, improved landscaping, tree trimming and concrete repairs.

HOUSTON HOUSING AUTHORITY

PET OWNERSHIP POLICY

HOUSTON HOUSING AUTHORITY PET OWNERSHIP POLICY

A. EXEMPTION FROM THE PET RULES FOR ASSISTIVE ANIMALS (Service and Companion Animals) for Individuals with Disabilities

The rules contained in this pet policy do not apply to service or companion animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, the Housing Authority may require documentation from a qualified medical practitioner limited to:

1. Verification that the person making the request is a person with a disability;
2. Verification that the animal is needed by a person with a disability, either to provide a service or to act as a companion;
3. Verification that the animal owned by the individual with a disability will meet the need identified;
4. Verification that someone in the household is able to care for the animal or that alternative arrangements have been made that will not impair the animal's health or safety.
5. Verification that the animal is current on any required inoculations.

B. PET RULES

The following rules shall apply for the keeping of common household pets by Residents living in the units operated by the Housing Authority.

1. A common household pet, as authorized by this policy, means a domesticated animal, such as a cat, dog, one fish tank, a rodent, a rabbit, one cage with up to 4 birds, and a turtle, that are kept in the home for pleasure rather than for commercial purposes.
2. Each resident family will be allowed to house only one (1) warm blooded animal at any time, one 10 gallon fish tank, or one cage with up to 4 birds. Visiting guests with pets will not be allowed, although guests with service animals are exempt from this prohibition.
3. Each resident must register his/her pet with the Authority **BEFORE** it is brought onto the Authority premises, and must update the registration annually at the annual re-examination of income. The registration will include: (*Appendix 1*)
 - Information sufficient to identify the pet and to demonstrate that it is a common household pet, including a picture;
 - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
 - The name, address, and telephone number of one or more responsible parties

who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.

- A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (*Appendix 2*)
 - The Authority may refuse to register a pet if:
 - a) The pet is not a common household pet as defined above;
 - b) The keeping of the pet would violate any applicable pet rule;
 - c) The pet owner fails to provide complete pet registration information;
 - d) The pet owner fails to update the pet registration annually;
 - e) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
 - Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
 - The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
 - a) State the reasons for refusing to register the pet;
 - b) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
 - c) Be combined with a notice of a pet rule violation if appropriate.
4. Cats and dogs shall be limited to small breeds where total adult weight shall not exceed thirty five (35) pounds and total height at the shoulder shall not exceed eighteen (18) inches. The size limitations do not apply to service animals.
 5. No pit bulls, dobermans, rottweilers, or any other known fighter breed will be allowed on the premises.
 6. All cat and dog pets shall be verified by veterinarian to be neutered or spayed, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
 7. A non-refundable pet fee of \$100 per bedroom in the pet owner's unit shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
 8. Pets shall be quartered in the Resident's unit.
 9. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
 10. No dog houses will be allowed on the premises.
 11. Pets (dogs and cats), shall be allowed to run only on the owner's lawn and owners

shall clean up after pet after each time the animal eliminates.

12. Pet owners must comply with all applicable City Ordinances concerning pets.
13. The pet owner is responsible for the pet's health and condition.
14. Pets shall be removed from the premises when its conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner, other occupants of the Authority, or the pet, in accordance with paragraph C3 below.
15. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
16. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.
17. Residents will not feed or water stray animals or wild animals.
18. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, playgrounds, etc.).
19. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

C. PET RULE VIOLATION PROCEDURE

NOTICE OF PET RULE VIOLATION (Appendix 3):

1. When the Authority determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Authority will:
 - Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
 - serve a copy of the notice on any adult answering the door at the Resident's apartment, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;
2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
3. The notice must state that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;
4. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;
5. The notice must state that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to

terminate the pet owner's lease.

PET RULE VIOLATION MEETING:

1. If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).
 - The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
 - The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
 - Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.

NOTICE OF PET REMOVAL:

If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph B.3 above (or at the meeting, if appropriate), the pet owner shall be sent a Notice of Pet Removal, requiring the pet owner to remove the pet. This notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
- State the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY:

The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above;
- The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

D. Protection of the Pet

If the health or safety of a pet is threatened by the death or incapacity of the pet owner,

or by other factors that render the pet owner unable to care for the pet, the Authority may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request the removal of the pet;
- If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in 1 b above will be followed; and
- If none of the above actions produce results, the Authority may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

E. Nuisance or Threat to Health or Safety

Nothing in this policy prohibits the Authority or the appropriate City authority from requiring the removal of any pet from the Authority property if the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of staff or other occupants of the Authority property or of other persons in the community where the project is located.

F. Application of Rules

- 1 Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial obligation of the pet owner.
- 2 All pet rules apply to resident and/or resident's guests.

Appendix I

Pet Agreement

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's pet Policy or this Agreement.
3. Pet Fee. The Pet Fee will be \$100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge. (Not applicable to assistive animals for individuals with disabilities)
 - If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
 - This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.
4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries that may exceed the amount of the pet fee.
5. Description of Pet. You may keep only one pet as described below. The pet may not exceed eighteen (18) inches in height at the shoulder and thirty five (35) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name _____ Type _____
Breed _____ Color _____ Weight _____ Age _____
Housebroken? _____ City of License _____ License No. _____
Date of last Rabies shot _____

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

Name _____
Address _____
Phone _____

Appendix 2

Pet Policy Certification

Attach photo of Pet here



By _____

Title _____

Housing Authority

Resident _____

Resident _____

Resident _____

I have read, fully understand and will abide by the rules and regulations contained in the Housing Authority Pet Policy and in this Pet Agreement.

Appendix 3
Pet Policy Rules Violation Notice

DATE: _____

TIME: (IF DELIVERED) _____ A.M. /P.M.

TO: _____

NAME OF RESIDENT: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE _____

PET NAME OR TYPE: _____

This notice hereby informs you of the following pet rule violation:

Factual Basis for Determination of Violation: _____

As pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Executive Director

HOUSTON HOUSING AUTHORITY

PUBLIC NOTICE

PUBLIC NOTICE

HOUSTON HOUSING AUTHORITY **ANNUAL & FIVE YEAR PLAN AVAILABLE FOR PUBLIC REVIEW**

COMMENT DEADLINE: AUGUST 7, 2008

The Houston Housing Authority has revised and made available its FY2009 Annual and Five Year Plan for public review and comment. Written comments should be addressed to Mr. Ernie Etuk, President & CEO of the Houston Housing Authority, and must be received at the Houston Housing Authority's Central Office at 2640 Fountainview, Houston, Texas 77057, no later than 5:00 p.m. CST on August 7, 2008. All written comments will be carefully reviewed and considered.

The Annual Plan documents will be available for inspection at the Houston Housing Authority's Central Office, located at 2640 Fountainview, 4th Floor, Houston, Texas 77057, from 8:00 a.m. to 5:00 p.m., Monday through Friday. To facilitate public inspection of the Annual Plan, an electronic copy will be available at all City of Houston public libraries and via the Internet at the Houston Housing Authority website, www.housingforhouston.com, beginning June 24, 2008. The Annual Plan will be available for reproduction for a fee at any public library within the City of Houston during their normal business hours. Public housing residents may review the Annual Plan in their development's management office, or by contacting their Resident Council President.

The Houston Housing Authority Board of Commissioners will conduct a public hearing to collect public comments regarding the Annual Plan. This public hearing will be held during the Board of Commissioners' regularly scheduled meeting on July 15, 2008, beginning at 4:00 p.m. CST in the 4th floor Boardroom, located at 2640 Fountainview, Houston, Texas 77057. Following the public comment period, the Board of Commissioners will consider the 2008 Annual Plan and Five-Year Agency Plan for approval at its regularly scheduled meeting on August 19, 2008 at the time and place cited above. Individuals requesting the Annual Plan documents in larger type, requiring an interpreter or assistance with reading the document, or needing sign language or an interpreter at the public hearing may contact 504/ADA Administrator Kathryn Van Nostrand at least two weeks prior to the needed accommodation at (713) 260-0819 or by mail at the Houston Housing Authority, P. O. Box 2971, Houston, Texas 77252-2971.

NOTICIA PUBLICA

HOUSTON HOUSING AUTHORITY PLAN DE CINCO AÑOS DISPONIBLE PARA REVISOR PUBLICO Y ANUALES

FECHA LIMITE: 7 DE AGOSTO DEL 2008

Houston Housing Authority esta aceptando comentarios, desde el 24 de Junio, 2008 asta el 7 de Agosto, 2008, sobre nuestro plan de cinco años.

Si usted require un traductor o asistencia en leyendo el documento, favor de comunicarse al 713-260-0819 o por correo a Houston Housing Authority, 2640 Fountain View, Houston TX, 77057 en dos semanas antes de la asistencia requerida. Gracias.

HOUSTON HOUSING AUTHORITY

CERTIFICATION OF CONSISTENCY

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, **Richard Celli**, Director of the Housing and Community Development Department of the City of Houston, certify that the Five Year and Annual PHA Plan of the Houston Housing Authority is consistent with the Consolidated Plan of Houston, Texas, Harris County pursuant to 24 CFR Part 91.



Richard Celli, Director
Housing & Community Development Department
City of Houston



Date

HOUSTON HOUSING AUTHORITY RESIDENT ADVISORY BOARD

August 7, 2008

Mr. Erie Etuk, President & CEO
Houston Housing Authority
2640 Fountain View, Suite 400
Houston, TX 77057

RE: FY 2009 Comprehensive Agency Plan

Dear Mr. Etuk:

This letter is to thank you and your staff for the opportunity to participate in the development of the Houston Housing Authority Comprehensive Five-Year Agency Plan and FY 2009 Annual Plan. I am in full agreement with the contents of this Plan and offer my full support.

Thank you for the extra time and effort that your staff took to meet with residents to discuss proposed changes. It is this spirit of cooperation and collaboration that will insure Houston Housing Authority's continued success.

Sincerely,


Charlie Stephens
Resident Council President
Lincoln Park

HOUSTON HOUSING AUTHORITY RESIDENT ADVISORY BOARD

August 7, 2008

**Mr. Erie Etuk, President & CEO
Houston Housing Authority
2640 Fountain View, Suite 400
Houston, TX 77057**

RE: FY 2009 Comprehensive Agency Plan

Dear Mr. Etuk:

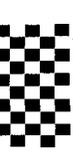
This letter is to thank you and your staff for the opportunity to participate in the development of the Houston Housing Authority Comprehensive Five-Year Agency Plan and FY 2009 Annual Plan. I am in full agreement with the contents of this Plan and offer my full support.

Thank you for the extra time and effort that your staff took to meet with residents to discuss proposed changes. It is this spirit of cooperation and collaboration that will insure Houston Housing Authority's continued success.

Sincerely,



**Diane Sheffield
Resident Council President
Cuney Homes**



HOUSTON HOUSING AUTHORITY RESIDENT ADVISORY BOARD

August 7, 2008

**Mr. Erie Etuk, President & CEO
Houston Housing Authority
2640 Fountain View, Suite 400
Houston, TX 77057**

RE: FY 2009 Comprehensive Agency Plan

Dear Mr. Etuk:

This letter is to thank you and your staff for the opportunity to participate in the development of the Houston Housing Authority Comprehensive Five-Year Agency Plan and FY 2009 Annual Plan. I am in full agreement with the contents of this Plan and offer my full support.

Thank you for the extra time and effort that your staff took to meet with residents to discuss proposed changes. It is this spirit of cooperation and collaboration that will insure Houston Housing Authority's continued success.

Sincerely,

**Cathy Thomas
Resident Council President
Heatherbrook**

HOUSTON HOUSING AUTHORITY RESIDENT ADVISORY BOARD

August 7, 2008

Mr. Eric Etuk, President & CEO
Houston Housing Authority
2640 Fountain View, Suite 400
Houston, TX 77057

RE: FY 2009 Comprehensive Agency Plan

Dear Mr. Etuk:

This letter is to thank you and your staff for the opportunity to participate in the development of the Houston Housing Authority Comprehensive Five-Year Agency Plan and FY 2009 Annual Plan. I am in full agreement with the contents of this Plan and offer my full support.

Thank you for the extra time and effort that your staff took to meet with residents to discuss proposed changes. It is this spirit of cooperation and collaboration that will insure Houston Housing Authority's continued success.

Sincerely,

Uris Watson, Jr.
Resident Council President
Telephone Road



RESOLUTION NO. 2382

**RESOLUTION APPROVING THE
HOUSTON HOUSING AUTHORITY'S COMPREHENSIVE FIVE-YEAR AGENCY
PLAN AND FY2009 ANNUAL PLAN, WHICH INCLUDES THE ADMISSIONS AND
CONTINUED OCCUPANCY POLICY FOR THE
LOW-RENT PUBLIC HOUSING PROGRAM AND THE ADMINISTRATIVE PLAN
FOR THE HOUSING CHOICE VOUCHER PROGRAM**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) promulgates regulations governing the practices of the Low-Rent Public Housing Program and the Housing Choice Voucher Program; and

WHEREAS, HUD requires that all Public Housing Agencies submit a Comprehensive Five-Year Agency Plan and FY2009 Annual Plan (the Plan) pursuant to the Quality Housing and Work Responsibility Act of 1998 (the Act) and applicable HUD regulations; and

WHEREAS, the Act requires that the Housing Authority provide the general public an opportunity to inspect the proposed Plan for a period of not less than 45 days, allow the general public the opportunity for public comment on the proposed Plan, and hold a public hearing to receive any final public comments; and

WHEREAS, the Housing Authority prepared a Comprehensive Agency Plan, which consists of an Annual Plan for FY2009 and Five-Year Plan for FY2009-2013; has complied with the requirements of the 45-day comment and public inspection period; conducted a public hearing on July 22, 2008; has given consideration to the public comments received; and has prepared the Plan in consultation with the Resident Advisory Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Houston Housing Authority approve and adopt the Comprehensive Five-Year Agency Plan and FY2009 Annual Plan, with all attached documents, including the Admissions and Continued Occupancy Policy, the Public Housing Lease Agreement, and the Housing Choice Voucher Program Administrative Plan. All attachments are incorporated by reference.

RESOLVED FURTHER the Board of Commissioners of the Houston Housing Authority authorizes the President and CEO to implement this Plan and submit it to the U.S. Department of Housing and Urban Development as required by the Quality Housing and Work Responsibility Act of 1998, and applicable HUD regulations.

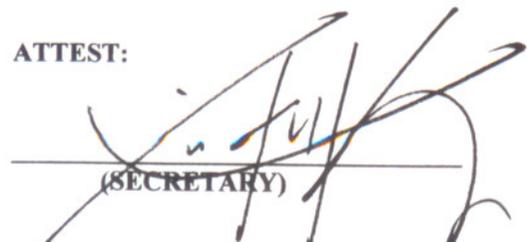
RESOLVED FURTHER that the Board of the Houston Housing Authority hereby certifies that the Plan complies with PHA plans and related regulations.

EXECUTED THIS THE 23 DAY OF SEPTEMBER 2008.



(CHAIR)

ATTEST:



(SECRETARY)

RESOLUTION NO. 2382

SYNOPSIS

The Quality Housing and Work Responsibility Act of 1998 (the Act) is the first piece of legislation passed by Congress that enacted substantial revisions to the laws governing the Public Housing and Section 8 Programs. The Act amends the 1937 Housing Act and requires all public housing agencies to develop a Comprehensive Five-Year Agency Plan and Annual Plan.

The Comprehensive Five-Year Agency Plan and FY2009 Annual Plan (the Plan) must include:

- A statement of needs within the community;
- A statement of the financial resources available to the agency to serve the community;
- The agency's rental policies for both the Public Housing and Section 8 programs;
- The agency's process for addressing the inspection and maintenance issues;
- The agency's grievance procedures;
- A plan for capital improvements;
- A description of the agency's designation of housing for the elderly and disabled;
- An assessment of the buildings that are required to be removed, if the units meet specific criteria specified in the Act;
- A description of the agency's homeownership program;
- A plan for implementing the community work requirement and the safety and crime prevention plan;
- Policies on pet ownership in Public Housing;
- Certification that the agency is in compliance with civil rights laws and the furtherance of fair housing; and
- A statement on how the agency will carry out its asset management functions.

The Act requires that the Houston Housing Authority make its proposed Plan available for inspection by the public for a period of not less than forty-five days prior to the date of a public hearing to afford the opportunity for public comments on the proposed Plan. The Authority prepared the Plan; complied with the requirements of a forty-five day period public inspection; conducted a public hearing on July 22, 2008; gave consideration to public comments received; and in consultation with the Resident Advisory Board, presents the Plan for adoption by the Houston Housing Authority Board of Commissioners.

The HUD deadline for submission of the Plan is October 17, 2008. Once approved, the Authority will electronically transmit the Plan to HUD and deliver a copy to the HUD office in Fort Worth

HOUSTON HOUSING AUTHORITY

2008 GOALS PROGRESS REPORT

HOUSTON HOUSING AUTHORITY

GOALS PROGRESS REPORT

1) **Increase the availability of decent, safe, and affordable housing:**

Expand the supply of assisted housing:

The Houston Housing Authority diligently continued the modernization and site improvement work on several developments. The Phase VIII modernization work of 30 units and the street paving repair work were completed at Kelly Village. At Telephone Road Elderly Development, reconstruction of the concrete paving and the site work was completed. The last units of the initial phase of the accessible work were completed in March, 2008. The modernization work for 54 Phase VII units is progressing at Irvinton Village; the completion of construction work is expected in October 2008. The rehabilitation work on the North Wing of fire-damaged Bellerive Elderly Development was successfully completed in July 2008. The South Wing is expected to be completed before the end of December 2008. All 250 units in Lincoln Park have been completed and are available for lease up.

The Houston Housing Authority is pursuing several opportunities to add 1,000 new units to its inventory in 2009. This endeavor includes the purchase of recently completed projects and development of new units independently or through joint ventures with various developers. The Houston Housing Authority is in the process of soliciting proposals to select new developers. Additionally, the Houston Housing Authority received authorization from the Board of Commissioners to proceed with the purchase of a 196 unit development.

In addition to the pursuit of its strategic goal of adding 1,000 units to its inventory, the Houston Housing Authority will continue its efforts to modernize its older stock of housing. In 2009, the modernization of 16 units of Kelly Phase X will be completed. Under the Voluntary Compliance Agreement, the Housing Authority will modify 115 existing accessible units, create 11 new ones and reconstruct all of the non-conforming accessible paths in Housing Authority developments to meet UFAS requirements by the end of 2009. Additional modernization work will also commence for Lyerly and Kennedy Place developments in 2009.

Increase assisted housing choices:

During FY2008, there have been 11 participants in the Section 8 Housing Choice Voucher Homeownership Program who have closed on the purchase of new homes; this brings the total since program inception in FY2006 to 38 participants. The Housing Authority offers Mobility Counseling to program participants, and

conducts outreach to attract a wider range of applicants and new landlords into the program through an orientation program and improved customer service.

The Housing Authority continues to administer the Disaster Voucher Program (DVP) and the Disaster Housing Assistance Program (DHAP) that provide housing assistance to eligible households impacted by Hurricanes Rita and Katrina. Both programs are scheduled to end in 2009. In addition, 851 Section 8 Housing Choice vouchers were redirected from the Housing Authority of New Orleans to Houston Housing Authority to provide housing assistance to eligible families who had relocated to Houston from New Orleans due to Hurricane Katrina. More than 700 families have leased up in Houston as part of this voucher transfer.

Additionally, 385 Veterans Affairs Supportive Housing (HUD-VASH) vouchers were secured from HUD for use by the Housing Authority working with Veterans Affairs to provide housing assistance and supportive services to eligible military veterans. Housing assistance is provided on a referral basis from the Veterans Affairs Medical Facility. At this time, the program is just beginning.

Improve the quality of assisted housing:

In 2008, the Housing Authority was notified by HUD that it had attained “High Performer” designations for the administration of its two core programs: the Low Rent Public Housing Program and the Section 8 Housing Choice Voucher Program. This accomplishment is the result of several years of sustained effort and improved performance. During 2008, the Housing Authority is working to sustain or increase improved performance in both programs.

The Housing Authority retains asset management responsibilities for all public housing developments which continue to be privately managed with the exception of the Authority’s Scattered Sites properties. During 2008, the Houston Housing Authority continues to consider strategies for selling Scattered Sites properties and allocating sales proceeds to promote affordable housing efforts. The Housing Authority continues to evaluate its property management private contractors, and will retain or change contractors based on its findings and other pertinent factors. The Housing Authority has implemented a corporate structure to increase the efficiency and effectiveness of its operations in accordance with the HUD-mandated Asset Based Management requirements.

During 2008, the Housing Authority continues its efforts to bolster its use of technology and related training. Computer hardware and software are obtained or replaced based on the Agency IT Plan which takes into account its priorities and budget availability.

2) Improve community quality of life and economic vitality:

The Houston Housing Authority continues to be successful in the development of Low-Income Housing Tax Credit properties in the City of Houston. The properties

are occupied using an income tiering system that promotes income mixing which supports deconcentration of poverty.

3) Promote self-sufficiency and asset development of families and individuals:

Section 8:

The Section 8 Family Self-Sufficiency Program is designed to accommodate up to 590 Housing Choice Voucher Program families seeking to achieve economic independence. As of July 2008, there are 539 active participants of which 233 are depositing into escrow accounts. It is the Agency's intention to utilize all available program slots. To date, 47 clients have completed the program. The Houston Housing Authority is actively engaged in expanding its partnerships in the community with support service organizations that are willing to assist its residents. The Houston Housing Authority is also prepared to apply for federal and non-federal funding to support ongoing and new self-sufficiency initiatives.

Public Housing:

The Public Housing Self-Sufficiency Program is designed to accommodate up to 50 Low Rent Public Housing families seeking to achieve economic independence. It is anticipated that, during FY2008, all available program slots will be filled. The Housing Authority utilizes a Family Self-Sufficiency (FSS) Coordinator and an Economic Development Coordinator within the Client Services Department as the primary team to implement the program. The FFS Coordinator performs case management and tracks and accounts for client data. The Economic Development Coordinator identifies and secures needed resources from the business and social service community to provide program participants with training and employment opportunities. Both perform client outreach and market the program.

The FSS Program provides special incentives for resident participants, including an escrow allowance that helps participating residents experience the value of delaying gratification to achieve long term success by building a financial nest egg that can be used for several purposes including: obtaining training or education, covering the cost of dependable transportation, and providing a down payment to purchase a home. The program promotes financial literacy by providing participants with opportunities to learn the benefits of budgeting and saving.

Program start-up included recruitment and enrollment of residents who had participated in the initial program before it had lapsed and others who are new participants. Information about the program was provided and preliminary assessments were collected, and individual appointments made to allow for a more in-depth assessment that provides the caseworker and resident a reasonable path to goals that will lead to a realistic contract between the two parties.

A Program Council has been developed to support the FSS program. Council membership was determined using an assessment of needs to be addressed. Needs identified by the assessment include: Literacy, Education/Skill Development,

Employment Placement Services, Case Management, Small Business Development and Support Services. Council members, such as the Houston Community College, Career and Recovery, Literacy Advance, and the Houston Area Urban League, are providing services targeting identified needs enabling participants to build toward success. The Authority has extended its support through its Housing Training Institute (HTI) that provides support services needed by FSS. In general, the community has been very supportive of the Agency's goal to prepare residents to become independent.

The Houston Housing Authority has developed an effective Public Housing FSS Program that will benefit from good planning, effective community partnerships and the determination to succeed. The Authority will continue to monitor and refine the program to help maximize positive impact as measured by number of successful program graduates.

To address the needs of elderly and disabled residents, the Houston Housing Authority assigned Services Coordinators to assist these residents live independently and with dignity. Critical needs are addressed through the promotion and utilization of services consisting of a coordinated network of community-based resources. The Housing Authority works in partnership with both public and private organizations so that services are effective in building on an individual's strengths. The primary focus is to address each resident's needs to allow them to remain active within their home and community. Services are provided on-site and include: general assessments, linkage to resources, educational sessions, conflict resolution to access services, health fairs and social and recreational activities.

4) Ensure Equal Opportunity in Housing for all Americans

The Houston Housing Authority has designed and developed properties that meet 504/ADA compliance. The Housing Authority goal is to meet the needs of our clients so they might live in a safe and accessible environment.

During 2008, the Housing Authority is also working to implement its Limited English Proficiency (LEP) Plan. Names of staff fluent in languages in addition to English have been compiled to identify translators available on an as-needed basis. Languages covered by Housing Authority staff include: Arabic, Chinese, French, Greek, Hindi, Spanish, Thai, Laotian and Vietnamese. An outside vendor is also utilized, when necessary, to provide translation services. A survey was undertaken this year to help determine language proficiency of current and prospective clients. To date, no language group appears to meet the "safe harbor" threshold identified by HUD; although, the Agency is committed to translation of key documents or portions thereof to Spanish based on regional demographic information and the fact that survey data projections approached the threshold. Individual sites will provide translation to additional languages based on business necessity.

HOUSTON HOUSING AUTHORITY

LIMITED ENGLISH PROFICIENT PLAN

(LEP)

LEP PLAN

Background:

In the interest of furthering of its mission to improve lives by providing quality affordable housing options and promoting education and economic self-sufficiency, the Houston Housing Authority is committed to serving all of its public regardless of race, gender, religion, or national origin. In some instances, some Agency personnel may face challenges in achieving the Agency's standards for fair and equitable service when interacting with persons whose English language skills are so limited as to affect meaningful communication. The purpose of this plan is to discuss the prevalence of limited English language skills among Houston Housing Authority applicants and participants, both potential and actual, with limited English language skills and to discuss the Agency's plans to address their needs.

English is the only language spoken by the majority of the population five years and over, in the Gulf Coast region of Texas (63.1 percent). The remaining portion of the population, however, represents a substantial population, 387,305 people in the Gulf Coast, who speak some language other than English in the home *and* speak English 'not well' or 'not at all' (U.S. Census Bureau). The latest Census figures estimate that in 2000, 27.5% of those persons residing in the Gulf Coast region, five years and over, speak English "less than well" or "not at all."

This segment of the population was the targeted beneficiary of Executive Order 13166, signed on August 11, 2000, which, under obligations set forth in Title VI of the Civil Rights Act of 1964, directed all federal agencies and all entities receiving federal funds to improve access to service for those with “Limited English proficiency (L.E.P).” Such entities were required to examine its services and to devise means by which to improve accessibility among L.E.P. persons “consistent with, and without unduly burdening, the fundamental mission of the agencies.”

Agencies receiving federal funds are not required to provide language assistance to all L.E.P. individuals in all the language groups that may be encountered because doing so would be prohibitively expensive. However, to the extent there exists within a selected language community a significant portion of L.E.P.-classified individuals, the agency is asked to provide some sort of translation service, written or oral, such as the posting of signs or the publication of at least a portion of its documents in specific foreign languages.

Available Data:

Houston Housing Authority has put forth a good-faith effort to locate demographic data identifying the LEP status of those persons likely to apply for and/or receive assistance from the Authority. To the best of the Authority’s knowledge, there exists no correlative data associating the data sets necessary to form accurate predictions regarding the possible LEP status of likely potential and/or actual clients. Although there is census data for the region in which the Authority’s jurisdiction exists, that data is not necessarily an accurate reflection of the Authority’s actual and/or likely client base.

Due to the inadequacy of available data, the Authority will conduct its own data gathering process to determine the prevalence of LEP individuals with which whom the Authority is, or is likely to be, in contact.

Gathering data:

Surveys will be conducted by Houston Housing Authority personnel to determine the frequency with which Authority personnel come into contact with LEP individuals, the nature of the contact, and the language group of which the LEP individual is a member. The Authority will begin to collect language and LEP data on our program participants in the course of our regular interactions, such as during annual reexaminations and during the application process. Additionally, Houston Housing Authority will contact community organizations to ensure a broad community profile is constructed. The Authority will use collected data to determine the language groups for which particular reasonable accommodations – such as translated signage on Authority and associated property and translations of various forms or vital form information – will be implemented.

Oral translation:

The Authority will create and maintain a list of multi-lingual staff available for oral translation. Additionally, HHA will initiate a process to determine the extent to which contracting with a translation service provider is a reasonable alternative or supplement to HHA staff.

Written translation:

The Authority may translate, contract a third party to translate, and/or use previously-translated vital documents. HHA will determine whether to translate a

document on a case by case basis, taking into consideration the notion of meaningful access as defined by federal guidance. The Authority will develop a 'LEP Language Block' in Spanish, and subsequently in additional languages as deemed necessary by the Authority, to be placed on important documents. The Block will inform recipients that the document on which the Block is printed is important and that if the intended recipient is unable to understand the document, they should contact the HHA immediately for assistance.

Standard Operating Procedure(s):

The Authority will develop an LEP Standard Operating Procedure to formalize and standardize HHA interactions with LEP individuals and associated actions.

Staff training:

The Authority will conduct internal training to prepare employees to effectively offer free language assistance in compliance with federal guidance, ensure employee familiarity with the Authority's LEP policies and guidelines, and promote employee proficiency in documenting a client's language needs.

Conclusion:

The Houston Housing Authority is committed to taking reasonable steps to ensure access to its programs and activities by LEP persons. The Authority believes the proceeding will increase its ability to efficiently accomplish this goal by providing the framework necessary to offer assistance to those language group members most in need of it. This plan will be updated in accordance with federal guidelines as necessary. This plan will be revised when and to the extent deemed necessary and appropriate by the Authority.

Status:

The Housing Authority has made significant progress in key areas of the LEP Plan. First, an internal survey has been conducted, staff able to provide translation assistance in various languages has been identified and a list of staff available for translation assistance and contact numbers has been distributed to all Housing Authority staff. Second, all staff receive training, incorporated in the regularly scheduled ADA/504 training sessions, on the LEP Plan and obligation to reduce barriers to program participation based on limited English proficiency. Third, a survey is currently being conducted as Section 8 Housing Choice Voucher and Public Housing program participants are (re)certified to identify the languages they are proficient speaking and reading. Results to date have not yet identified language groups meeting the “safe harbor” threshold specified by HUD. And finally, key documents, correspondence and signage include a translation or summary in Spanish consistent with the Housing Authority’s LEP Plan.

The LEP Plan does not create a standard of care, a covenant of habitability or any rights to third parties or HHA clients. The Plan does not enlarge HHA’s duty under any law, regulation or ordinance. In cases of conflict, the applicable law, regulation or ordinance shall prevail. The Plan is a general guideline as to a standard of care to which HHA aspires.

**HOUSTON HOUSING AUTHORITY
SECTION 8
HOMEOWNERSHIP PROGRAM**

ADMINISTRATIVE PLAN

**HOUSTON HOUSING AUTHORITY
HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM
PROGRAM GUIDE**

TABLES OF CONTENTS

Program Description

Eligibility Criteria
Income and Employment Requirements
Down payment
Emergency Maintenance Reserve
Family Self Sufficiency Program
Family Self Sufficiency Escrow Account
Pre & Post Purchase Home Buyer Counseling
Maximum Term of Homeownership Assistance
Homeownership Options
Timeframe for Utilization of HCV
Contract for Sale
Seller Information
Home Inspection
Financing
Preferred Lenders
Housing Assistance Payment
Portability
Family Obligations
Termination of Homeownership Assistance
Homeownership Expenses
Selling, Buying Another Home or Refinancing
Mortgage Defaults
Special Provisions for Elderly and Disabled

Appendices

- A. Homeownership Step by Step Process Guide
- B. Application/Eligibility Assessment Form
- C. Certification of Homeownership Eligibility Form
- D. Statement of Homeownership Obligation Form
- E. Calculation of Housing Assistance Payment Form
- F. Examples of Mortgages
- G. Homeownership Voucher Form
- H. General Authorization for Release of Information Form
- I. Service Delivery Flow Chart
- J. Payment Standards 02/11/05

**HOUSTON HOUSING AUTHORITY
HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM
PROGRAM DESCRIPTION**

ELIGIBILITY CRITERIA

To qualify for the homeownership option a participant must be a:

Housing Choice Voucher (HCV) holder

- Houston Housing Authority resident who is lease-compliant and meets the Authority's eligibility criteria for a homeownership referral

The participant also must meet the criteria outlined below:

- 1) A participant must be continuously employed full-time for a minimum of 12 months prior to application for homeownership option (except elderly & disabled participants).
- 2) A participant must be a first-time homebuyer or may not have owned a home during the three years before commencement of homeownership assistance (except for a custodial parent displaced because of divorce or domestic violence) and no family member may have a present interest in any real estate or second residence during the homeownership assistance period.
- 3) A participant must earn a minimum of \$10,300 in wages, and/or self-employment income annually. For participants who are elderly and/or disabled, welfare assistance, social security or disability income may count. The minimum annual income for elderly and/or disabled participants is \$6,624.
- 4) A participant must continue to meet the eligibility requirements for the Housing Choice Voucher program.
- 5) A participant must be in full compliance with his/her lease and program requirements and must terminate his/her current lease arrangement in compliance with the lease. If lease will be terminated early the client must submit a Mutual Rescission form signed by client and rental landlord. If client is unable to get the mutual rescission form signed, they are required to complete their lease agreement.
- 6) A participant must enroll and successfully complete a pre-purchase counseling program conducted by a Houston Housing Authority-designated Home Buyer Education Program before being granted the Homeownership Voucher.
- 7) A participant must enroll in a post-purchase counseling program conducted by a Houston Housing Authority-designated Home Buyer Counseling Agency.

In a program like this, there are other requirements as well. Purchasing a home is never easy; it takes perseverance and patience.

Upon Houston Housing Authority's determination of the applicant's initial eligibility, a Homeownership Eligibility Certificate will be issued. A copy of the certificate will be provided to the housing counseling agency that will assist the applicant in purchasing a home. The Homeownership Eligibility Certificate does not guarantee that the applicant will be able to purchase a home; it merely specifies that the applicant can begin the process leading to the purchase of a home. The Homeownership Eligibility Certificate will also signify the amount of the housing assistance payment benefit the recipient is entitled to receive, the unit size and timeframe for completion of the home purchase.

INCOME AND EMPLOYMENT REQUIREMENTS

Participant head of household or spouse must have a minimum annual income of \$10,300 and have been continuously employed for a minimum of 12 months. However, the eligible participant must also meet the income and employment requirements established by the lender for a mortgage loan. The participant must remain employed during the term of homeownership assistance. If employment termination should occur, the participant will receive referral assistance to agencies to help in obtaining new employment. Evidence of employment search must be provided. The participant has six (6) months to seek and find employment, unless otherwise approved by the Authority. The minimum employment requirement may be waived for participants who are head of household and elderly and/or disabled. Household income must come from sources other than welfare assistance. Income from self-employment will be considered toward meeting the eligibility threshold.

However, welfare assistance income of an elderly participant – head of household aged 62 years plus or disabled participant – a family whose head or spouse is elderly or disabled – shall count in determining whether the family has the minimum income to qualify for homeownership assistance, as long as they will own the home.

If a participant or spouse is able to demonstrate that they have been pre-qualified for financing or pre-approved, the minimum annual income is waived. However, the participant must have a minimum annual income of \$10,300 at the time the family begins receiving assistance. The pre-qualified/pre approved financing must meet Houston Housing Authority's requirement for financing the purchase of the home (including qualification of lenders and terms of financing).

DOWNPAYMENT

Participants must make a minimum downpayment of 3% of the purchase price of the home. At least 1% of the downpayment must come from personal savings but not less

than a minimum of \$500. The balance of the downpayment may be advanced from the FSS escrow account, gifts, or other sources.

In lieu of paying a monthly homeownership assistance payment for the participants, the Houston Housing Authority can authorize the use of a downpayment grant for the payment of reasonable and customary closing costs (except an FHA mortgage loan which is subject to FHA mortgage insurance requirements, including any requirements concerning closing costs).

FAMILY SELF SUFFICIENCY (FSS) PROGRAM

Participants are encouraged to enroll in the Family Self Sufficiency Program. The homeownership option may be designated as a goal in the individual self-sufficiency plan developed by the participant and FSS Coordinator. The plan will include but not be limited to credit repair, savings goals, and referral to homebuyer education and counseling program. During quarterly monitoring meetings/mail-outs, the FSS coordinator will discuss any issues regarding homeownership; ascertain home repair needs and status of payment and saving goals, etc.

FAMILY SELF SUFFICIENCY (FSS) ESCROW ACCOUNT

FSS Escrow may be advanced for downpayment assistance and/or home maintenance and improvement purposes. However, a participant must meet the criteria established by the Houston Housing Authority FSS Program for withdrawal. All requests will be examined on a case by case basis.

Upon graduation from the FSS program, all escrow balances shall be given to the participant.

PRE - & POST- HOME BUYER COUNSELING

Upon acceptance into the Homeownership Program, the participant will be referred to a homebuyer education and counseling program offered by a designated Houston Housing Authority partner. The program should include a minimum of 8 hours of training and one-on-one counseling. The homebuyer education and counseling program will be offered in both English and Spanish.

Pre-Purchase Counseling

Pre-purchase counseling shall include but not be limited to the following:

- ❖ Budgeting and money management;
- ❖ Credit counseling;
- ❖ How to negotiate the purchase price of a home;

- ❖ How to obtain homeownership financing and pre-approvals including description of the types of financing available and the pros and cons of these various financing mechanisms;
- ❖ How to find a home, including information about homeownership opportunities, schools and transportation in the City of Houston;
- ❖ Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such an area;
- ❖ Information on fair housing including fair housing lending and local fair housing enforcement agencies, and state and federal truth-in-lending laws;
- ❖ How to identify and avoid loans with oppressive terms and conditions (predatory lending);
- ❖ Homebuyer pre-qualification;
- ❖ One-on-one homebuyer counseling and assistance to become “mortgage ready”;
- ❖ Home maintenance;

Post-Purchasing Counseling

Post-purchase counseling shall include but not be limited to the following:

- ❖ Annual post-purchase counseling session by FSS staff and/or credit counseling agency for atwo year period after closing;
- ❖ Quarterly finance check-ups, for a 2 year period after closing;
- ❖ Periodic workshops on home repairs and maintenance including do-it-yourself home repairs, energy conservation, gardening, contractor selection and savings and investment options;
- ❖ Rapid Response Systems for mortgage delinquencies including mortgage default counseling and early intervention counseling. The lender and/or participant will notify the Houston Housing Authority of any and all late payments within 10 days of payment delinquency.
- ❖ If post-purchase counseling is provided by an outside agency, certificate of completion is required.

MAXIMUM TERM OF ASSISTANCE

The maximum term of homeownership assistance shall be 15 years for mortgage terms greater than or equal to 20 years. In all other cases the maximum assistance term of 10 years. This maximum term does not apply to an elderly (62 years plus) family or a disabled family. In the case of an elderly/disabled family, this exception only applies if the family qualifies at the commencement of homeownership assistance. If during the course of homeownership the family ceases to qualify as elderly or disabled, then the maximum term applies but the family will be provided at least 6 months of homeownership assistance after the term expires.

SPECIAL PROVISIONS FOR THE ELDERLY AND DISABLED

As stated above for a family whose head of household or spouse is elderly or disabled the special provisions are as follows:

- ❖ Household income from welfare assistance, social security, disability benefits, etc., shall be considered in meeting the income requirement for participating in the homeownership program, if that person will own the home.
- ❖ Employment requirement may be waived.
- ❖ There is no maximum term of assistance as long as the family is classified and elderly and/or disabled.
- ❖ Handicapped assistance expenses for attendant care and auxiliary apparatus will be considered when calculating the Housing Assistance Payment.
- ❖ Additional funding may be available for auxiliary apparatus to be installed in the new home.
- ❖ Minimum annual income is \$6,624.

The Houston Housing Authority will also seek to provide referrals to agencies providing down payment and closing cost assistance for the Homeownership Program.

HOMEOWNERSHIP OPTIONS

Under the homeownership option a participant may purchase the following:

- ❖ Single-Family House (single-family detached or townhouse)
- ❖ Condominium
- ❖ Shares in a Cooperative
- ❖ Manufactured Homes

Multi-Family dwellings (2 or more units) do not qualify under this program.

Lease-to-purchase agreements are considered rental property and subject to the normal tenant-based HCV program rules. The family will be subject to the homeownership requirements at the time the family is ready to exercise the homeownership option under the lease-to-purchase agreement.

The participant must obtain and maintain flood insurance for units in special flood hazard areas.

Home must be under construction before contract is entered into.

A listing of Approved Realtors will be provided to the Housing Choice Voucher Participants. Approved Realtors are defined as Realtors who have attended the Houston Housing Authority Realtor Orientation workshop and have received a Certificate of Completion.

TIME FRAME FOR UTILIZATION OF THE VOUCHER

A new voucher holder shall have 90 days from the date of issuance of a Homeownership Eligibility Certificate to find a home and to execute a “Residential Sales Purchase Agreement” with the seller. Additionally, the new voucher holder shall have 90 days after identification of the home to close on home.

If a qualified participant is unable to enter into a purchase agreement before the end of the 90 days, the participant will be provided with an additional 30 days to utilize the HCV voucher for homeownership or enter into a rental agreement.

CONTRACT FOR SALES

The participant must enter into a residential sales contract with the seller and provide a copy to the Houston Housing Authority. The residential sales contract must:

- A) Specify the purchase price and other terms of sale by seller.
- B) Provide that the purchaser will arrange for a pre-purchase HQS inspection.
- C) Provide that the purchaser shall arrange for a 3rd party Professional inspection that must be conducted by a certified housing inspector.
- D) Provide that the purchaser is not obligated to pay for any necessary repairs.
- E) Provide that the purchase price is subject to appraisal.
- F) Provide that the purchaser shall have not less than 30 days to secure financing.
- G) Contain a certification form the seller that he or she is not debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

The contract for sale should, at a minimum, include language consistent with the standard Texas residential sales contract. The participant should consider obtaining legal counsel to review the contract.

SELLER INFORMATION

The Houston Housing Authority may deny approval of a seller for any reason provided or disapproval of an owner under the voucher rental program regulations. These reasons include: violations of the housing assistance payment (HAP) contract; committing fraud; bribery; or any other corrupt or criminal acts in connection with an Federal housing program; engaging in drug-related or violent criminal activity; non-compliance with HUD’s housing quality standards (HQS); failing to meet State of local housing codes; and failure to pay State of local real estate taxes, fines, or assessments.

HOME INSPECTION

Upon receipt of an executed residential sales contract, the Houston Housing Authority shall arrange for and conduct a Housing Quality Standard (HQS) Inspection. The Authority will conduct the HQS Inspection within 3 to 5 days business days from the date of the request by the participant.

Subsequently, the participant, at his/her cost, must also secure a licensed independent home inspector to perform a visual inspection and produce a written report on the condition of the property. The purpose of this inspection is to determine major system defects that require repairs.

After completion of the HQS and independent home inspections, the Houston Housing Authority will review the written inspection report and issue a letter qualifying or disqualifying the home. Any repairs deemed necessary by the HQS inspector must be completed before closing on the mortgage at the seller's expense.

Newly constructed homes must be inspected before the closing on the purchase. The purchase contract must clearly indicate that executions of the "Residential Sales Purchase Agreement" with the seller shall be subject to final inspection due approval of the Houston Housing Authority.

HOMEOWNERSHIP EXPENSES

Homeownership expenses shall include:

- ❖ Principal and interest payments;
- ❖ Mortgage insurance premiums (if applicable);
- ❖ Utility allowance (same as the rental program);
- ❖ Property taxes;
- ❖ Land lease payments (must have right to occupy the site for a period of at least forty years and the home must have a permanent foundation);
- ❖ Home maintenance warranty policy (usually about \$500 per year)
- ❖ Expenses to improve the home to accommodate disabled persons and/or meet the Housing Quality Standards will be eligible and included in the purchase price on the home.

Cooperative homeownership expenses which may include cooperative charges under the cooperative occupancy agreement including payment for taxes and public assessments

FINANCING

Participants must secure their own financing. The participant may not secure a mortgage with a balloon payment or an adjustable rate mortgage. Seller financing is not permitted unless the seller is a not-for-profit organization approved by the Houston Housing

Authority. Lender qualifications, terms and fees must be approved by the Authority before closing on a loan.

Under the HCV homeownership program the income of a family member living in the unit may be included in calculating qualifying income along with the participant/applicant, as long as that family member has been an occupant of the household one year prior to homeownership application. However, only the HCV holder may hold the title to the property.

The proposed financing terms must be submitted to and approved by the Public Housing Agency prior to close of escrow. The PHA shall determine the affordability of the family's proposed financing. In making such determination, The PHA may take into account other family expenses, including but not limited to child care, un-reimbursed medical expenses, education and training expenses and the like. Certain types of financing, including but not limited to , balloon payment mortgages, unless convertible to a variable rate mortgage, are prohibited and will not be approved by The PHA. If a mortgage is not FHA-insured, The PHA will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, California Housing Finance Agency (CHFA), USDA Rural Housing Services, the Federal Home Loan Bank, or other private lending institution.

PAYMENT – HOUSING ASSISTANCE PAYMENT (HAP) SUBSIDY

The Houston Housing Authority shall make the Housing Assistance Payment directly to the lender via direct deposit. The participant may be required to pay their mortgage payment to the lender via electronic withdrawal from the participant's bank account. If required, the participant must establish a bank account that permits electronic withdrawal, of the mortgage payment by the lender on the due date. The Authority will deposit its portion in the account on the same date.

The monthly homeownership housing assistance payment is equal to the lower of:

- Payment standard minus family total tenant payment (TTP).
- Family's monthly homeownership expense minus family TTP.

The payment standard for the homeownership program is the same as for the housing choice voucher program. The payment standard for the family at commencement of homeownership assistance is the lower of:

- The payment standard for the family unit size.
- The payment standard for the size of the home.

The payment standard for a homeownership family does not decrease after homeownership assistance commences. The payment standard is the greater of (1) the

payment standard at commencement of homeownership assistance for occupancy of the home, or (2) the payment standard at the most recent regular re-examination of family income and composition.

The family total tenant payment is the same for homeownership families. TTP is the greatest of:

- Thirty (30) percent of adjusted monthly income.
- Ten (10) percent of gross monthly income.
- Minimum rent established by the Houston Housing Authority and contained in the administrative plan.

After the homeownership housing assistance payments begin, the Houston Housing Authority will annually reexamine family income and composition and make appropriate adjustments to the amount of the monthly housing assistance payment.

Sample Calculation of the Monthly Housing Assistance Payment

Calculation 2

Monthly Homeowner Expenses	
Mortgage (P&I)	\$1,000
Taxes	100
Insurance	100
Condo Association Fees	-0-
Private Mortgage Insurance	100
Handicapped Assistance Expenses*	-0-
Utility Allowance	<u>185</u>
Total	\$1,380
Minus Total Tenant Payment	577
Housing Assistance Payment	\$ 803

*Handicapped Assistance Expenses includes eligible expenses for attendant care and auxiliary apparatus for a disable family member. The estimated HAP will be calculated by the Houston Housing Authority and provided on the Determination of Eligibility for Homeownership Form)

The PHA will provide the lender with notice of the amount of the housing assistance payment prior to close of escrow and will pay the PHA'S contribution to the lender. The family will be responsible to submit the entire mortgage payment to the lender unless the lender requires direct payment of the PHA'S contribution.

FAMILY SHARE

The Homeownership family is responsible for all homeowner's expenses not covered by the HAP payment. For instance, if the monthly homeownership expenses exceed the payment standard, the family is responsible for paying the difference in addition to the required TTP.

FAMILY OBLIGATION

A participant must sign and abide by the Homeowner Obligation Agreement. (See Statement of Homeowner's Obligation in Appendix)

SELLING, BUYING ANOTHER HOME OR REFINANCING

A homeownership participant may sell their home and return to the rental program as long as there has not been a foreclosure on a FHA mortgage within the regular rules, policies and regulations of the Housing Choice Voucher Program.

A homeownership participant may also sell their home and purchase another as long as there has been no mortgage default. A decision to sell a home must first be approved by the Houston Housing Authority.

A homeownership participant may also refinance their home; however, financing terms and conditions must be approved by the Houston Housing Authority before loan closing. Proceeds received from refinancing may be considered as income.

MORTGAGE DEFAULTS

In the event of mortgage default and the family is dispossessed from the home pursuant to a judgment of order of foreclosure on a FHA-insured mortgage, a homeowner will be denied continued assistance under the homeownership program. However, the Houston Housing Authority may consider mitigating circumstances in determining whether to provide a family with rental assistance after a mortgage default. The participant must sign an agreement to share information and documents pertaining to the mortgage and homeownership program. If a participant is delinquent in making a payment, the Authority will refer the participant to the appropriate counseling agency to help resolve this matter in a timely fashion. The counseling agency, along with staff from the FSS Program, will then ascertain the circumstances that led to the default and develop a corrective strategy for the participant.

The Houston Housing Authority may consider mitigating circumstance in determining if a participant may continue assistance under the rental program in the event of mortgage default on a loan other than a FHA-insured loan.

PORTABILITY

While the majority of the participants will purchase a home within the City of Houston, the participant may purchase a home anywhere in the United States. The receiving Public Housing Authority must also be administering a HCV homeownership program and accepting new homeownership families. The receiving PHA may absorb the homeownership family or bill the Houston Housing Authority for the homeownership housing assistance using the normal portability billing process.

Portability recommended only if client has no late payments, is in good standing with HCV Program and has lived in the unit more than 24 months. (Emergencies will be handled on a case by case basis).

TERMINATION OF HOMEOWNERSHIP ASSISTANCE

The participant *may* be terminated from the homeownership assistance program for the following reasons: Criminal activity by family members or visitors (drug-related or violent criminal activity); Failure to comply with Homeowner Obligation Agreement (See Appendix); Total Tenant Payment (TTP) exceeds the fair market rent (FMR) (note: eligibility will continue for six month after the TTP exceeds the FMR); Illegal weapons possession by any household member; Fraud in connection with this program or any other federal program.

Upon the participant's termination the lender is notified that the Houston Housing Authority will cease making payments.

STEP BY STEP GUIDE TO THE HOUSTON HOUSING AUTHORITY HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM

Step 1 Applicant notifies Special Programs that they are interested in the Homeownership Program. Applicant is encouraged to enroll in the Houston Housing Authority Family Self Sufficiency Program (FSS), but not required. If currently enrolled in FSS, applicant notifies FSS coordinator of his/her interest in homeownership. FSS Coordinator gathers pre-screening information, i.e. length of employment and informs the participant of the next homeownership orientation.

Step 2 Applicant attends an initial homeownership orientation that covers overview of program, basic homeownership, homebuyer document checklist, opportunity neighborhoods, review of general underwriting criteria etc. (Note: will be conducted in cooperation with homebuyer counseling agency)

If applicant wishes to proceed the applicant will be required to complete an application, submit copies of bank statements of their savings accounts, employment information (1 year of continuous employment and earnings. The applicant will also be given referrals to get copies of their 3 credit reports and submit them to the FSS Coordinator within 30 days.

Step 3 The Coordinator reviews application, employment information, credit report and savings. If deemed feasible to proceed, an appointment is scheduled with the coordinator. The applicant is given a Certification of Eligibility, Housing Voucher, Copy of Homebuyer Obligation Agreement, and referral form to a Housing Counseling Agency.

Step 4 Applicant completes Homebuyer Education Program (12-16 hours of training). Upon completion a certificate of completion is issued and the applicant receives one-on-one counseling. If the applicant is ready the homebuyer counseling agency issues a mortgage pre-qualification and refers the client to low cost or pro-bono legal assistance. Client pays any and all attorney fees.

A purchase/mortgage readiness status is determined and forwarded to the FSS Coordinator by the mortgage counselor, i.e. ready to purchase, needs down payment assistance, long term needs 6 months or longer to address issues identified; short term needs 3 to 6 months to address issues.

The Coordinator files certification and identifies participant as “in process of securing financing and seeking a home”.

If mortgage not ready, then go to Step 5. If mortgage ready go to Step 6.

- Step 5 Applicant and mortgage counselor will develop an action plan to become mortgage ready, i.e. credit repair, savings club, employment, etc. Applicant also incorporates plan into the FSS plan during the next scheduled counseling session. If not FSS client, an action plan is developed for applicant incorporating the mortgage counselor's action plan.
- Step 6 If mortgage ready, applicant identifies lender and seeks pre-approval.
- Lender(s) issue denial or approval subject to appraisal and title commitment before the applicant selects a home. Applicant obtains a pre-approval letter from the lender(s) outlining the terms of the loan and forwards to the Coordinator.
- The Coordinator reviews the terms and conditions from the lender and issues a written approval or denial of lender terms to the applicant. If approved, the applicant may proceed.
- Step 7 If applying for a second mortgage bank should forward that information to the Houston Housing Authority also.
- Step 8 Upon pre-approval of the first and second mortgage the applicant shops for a home to buy.
- A real estate brokers and attorneys list is provided upon request and/or applicant is apprised of properties that are currently available through partnering not-for-profit organizations.
- Step 9 Applicant finds a home and executes a residential purchase agreement subject to HQS Inspection, home inspection and securing a commitment for financing. Applicant forwards the contract to Coordinator so an HQS Inspection request can be made.
- Step 10 The HQS Inspector renders an opinion on HQS. If repairs and/or improvements are deemed necessary, the HQS Inspector prepares a report and forwards a copy to the Coordinator. If desired, the seller (owner) has ten days to make repairs to the home. Upon completion of repairs the HQS Inspector will re-inspect the home. If failed HQS, applicant must find another home.
- Step 11 If HQS is approved, applicant orders an Independent Home Inspection selected by them.

Applicant receives Independent Home Inspection and decides to proceed. Applicant must forward copy of Home Inspection to Coordinator. A HAP Voucher is prepared and forwarded to the Applicant for the Lender.

- Step 12 Applicant forwards contract to the lender. An appraisal is ordered and lender (s) completes underwriting.
- Step 13 Lender issues final loan commitment and closing is scheduled. Applicant notifies the Coordinator.
- Step 14 Applicant closes on the first and, if necessary, second mortgage. At the closing, the Applicant executes the Home Buyer Obligation Agreement and, if necessary, establishes a checking account for electronic withdrawal of the monthly mortgage payment.
- Step 15 The Houston Housing Authority sends HAP payment to the mortgage lender via electronic check depending on the loan
- Step 16 Homeowner makes automatic debit payments to the mortgage lender.
- Step 17 Homeowner is assigned to a post-purchase counseling agency and attends quarterly counseling session and workshops as designated by the post-purchase counseling agency for 2 years.
- Step 18 Annual post-purchase counseling is conducted by the post-purchase counseling agency and/or coordinator.
- Step 19 The Houston Housing Authority conducts annual reexamination of the homeowner's income and family composition to determine appropriate payments and make adjustments as necessary.
- Step 20 HAP maintains a record of participants and provides requested data to HUD.

HOUSTON HOUSING AUTHORITY

PUBLIC HOUSING ASSESSMENT SYSTEM SCORE (PHAS)



skip navigation

integrated assessment subsystem (nass)

reac home | systems menu

REAL ESTATE ASSESSMENT CENTER
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

July 31, 2008

individual reports

The Real Estate Assessment Center calculated the PHAS score after an assessment of the physical condition of all PHA properties had been performed, and upon receipt of all required PHA information.

**Houston Housing
Authority****Fiscal Year: 2007**Public Housing Assessment System Score: **92**Designation Status: **High Performer**

Please post this notice of your PHAS Score and Status in appropriate, conspicuous, and accessible locations in your offices.

HOUSTON HOUSING AUTHORITY

SECTION 8 MANAGEMENT ASSESSMENT SYSTEM (SEMAP)

HOUSTON HOUSING AUTHORITY

**PUBLIC HOUSING MANAGEMENT
&
MAINTENANCE POLICY**

MAINTENANCE PLAN 2009

A. General Performance Standards

1. Respond to Resident generated service requests within three (3) days maximum;
2. Respond to emergency service requests on the same day as received- within a 24 hour maximum;
3. Adhere to a documented Preventive Maintenance Program;
4. Inspect all units for Preventive Maintenance annually;
5. Complete all scheduled Preventive Maintenance inspection in a timely fashion;
6. Adopt and adhere to a cyclical painting program;
7. Prepare vacant units for occupancy within three (3) working days maximum;
8. Provide Maintenance Staff with access to all necessary tools, equipment, supplies, and materials.
9. Assure that problems and discussions regarding Residents will stay in the office and will not be shared with other Residents or general public or friends or family.

B. Maintenance Priorities

Maintenance work shall be performed according to the following priority of work order categories:

1. **Emergency Maintenance**---these are items that if not repaired promptly could cause injury, loss of life, threaten health or cause serious property damage such as:
 - a. Broken gas line or leak
 - b. Fires
 - c. Loss of power
 - d. Broken Water lines
 - e. Exposed electrical lines
 - f. Loose ceilings
 - g. No heat (when temperature is less than 40 degrees Fahrenheit)
 - h. Broken door locks
 - i. Other conditions that might cause harm to the Resident or others or damage to property.

Emergency work will be accomplished during the current work day.

2. **Resident Service Maintenance**—items in this category are all work initiated as a result of Resident requests and include:
 - a. Electrical repairs
 - b. Plumbing repairs
 - c. Broken window panes
 - d. Floor tile repair

Resident service Maintenance is to be performed within three (3) working days

3. **Routine Maintenance**—includes ongoing regularly scheduled Maintenance activities intended to maintain the decent, safe and sanitary nature of the housing and to maintain curb appeal of the property. Includes:
 - a. Extermination and Pest Control
Applying the seven (7) principles for “Healthy Homes” sponsored by National Center for Healthy Housing:
 - Keep it Clean
 - Keep it Dry
 - Keep it Ventilated
 - Keep it Safe
 - Keep it Pest Free – using IPM method (Integrated Pest Management)
 - Avoid Contamination
 - Maintain the Home
 - b. Janitorial and Grounds Cleaning
 - c. Trash Collection
 - d. Lawn care/Landscaping
4. **Vacant Units Turnover**—includes all work necessary to prepare a vacant unit for occupancy by a new Resident.
Paint exterior doors & surrounding exterior walls and trim.

Units needing minor rehabilitation shall be made ready within three (3) calendar days

5. **Planned/Preventive Maintenance**— includes activities based on regular, scheduled, and methodical inspection of dwelling units, buildings, equipment, and major systems. These inspections are designed to maintain Housing Authority property in good repair and

to appreciably extend its useful life by ensuring repairs are made prior to deterioration and actual breakdown, thereby minimizing both damage and repair costs.

C. Work Order System

1. Policies
 - a. Maintenance Staff will make no repairs without an authorizing work order form.
 - b. Repairs are to be performed within the time frames established in the General Performance Standards (see A)
2. Procedures
 - a. A completed work order will include:
 - 1) Date and time issued to person or entity to do the work
 - 2) Unit number
 - 3) Detailed description of work to be done
 - 4) Date and time the work is satisfactorily completed
 - 5) The parts used to complete the repairs and the cost of the parts
 - 6) Whether the damage was caused by the Resident and the charges to the Resident for Resident-caused damage.
 - 7) Signature of intake person
 - 8) Signature of Resident on completed Work Orders
 - a. Be sure to leave a copy of the work order when the resident is not at home and secure the unit.
 - b. Work orders will be issued by Management or the Work Order clerk and entered into a log which indicates at all times the status of all work orders as to type (emergency, non-emergency) when issued, and when completed.
 - c. A non-emergency routine work order is any work order that covers a situation that is not an immediate threat to life, health, safety, or property, or that is unrelated to fire safety.
 - d. Emergency work orders are for situations that pose an immediate threat to health or safety, and take highest priority. (See B1)

- e. The majority of work requests initiated by the Housing Authority Staff will be those attributable to preventive, or planned Maintenance, or unit inspections. These work orders are handled as routine work orders.
- f. Maintenance Staff will routinely pick up work orders at: 8:00 a.m. each morning and at 4:00 p.m.
- g. Any time throughout the day that Staff is near or at office, they will check for additional work orders or call to see if there where any emergency call ins.
- h. Insofar as possible, Maintenance Staff will be issued parts and supplies needed to complete assigned work orders at the time they are assigned the work order.
- i. Procedure when entering a unit
 - 1) Staff will first knock on the door, state the purpose of the visit and politely ask for admittance.
 - 2) If no one is home, Staff is to let themselves in, perform the work and/or inspection, and leave a note and secure the unit before leaving.
 - 3) If the Resident is at home, the Staff will ask if there is anything they missed that requires Maintenance.
 - 4) Staff then fills out the Work Order/Inspection form and notes whether each element requiring attention:
 - a) Was in good repair
 - b) Was clean
 - 5) Staff makes a note of completed work order or that additional work is needed and whether items that will require additional work will require additional work orders
- j. Maintenance Staff will make note, while in a unit or on site, of excessive poor housekeeping habits, or children left unattended, excessive damages or repeated damages, and infestation. These will be noted on the work order and Management notified immediately.

- k. A work order deferred for modernization is any work order that is combined with similar work items and completed within the current PHAS assessment year, or will be completed in the following year if there are less than three months remaining before the end of the Housing Authority fiscal year when the work order was generated.
- l. Work orders will be filed in numerical order in a Maintenance file and a copy will be filed in the resident file
- m. Notice of charges are mailed to the resident being charged
- n. Ten percent (10%) of all completed work orders shall be checked by the Maintenance Supervisor, or Inspector or on site manager for quality of work. Use specified log for documentation

D. Assessing Resident Maintenance Charges

- 1. Residents will be assessed a charge for repairs made to their dwelling units in excess of what is required for normal wear and tear and damage which is caused by the resident, members of the household, guests, or by neglect.
- 2. Charges will be made according to the Schedule of Other Charges posted on the Authority bulletin board.
- 3. If a Resident calls an unauthorized person to work on their unit or appliances, etc., and it is not an emergency to which a Maintenance Staff is unable to tend, the Resident will be responsible for the cost of that repair the Housing Authority will NOT be liable for the cost.

E. Emergency Maintenance Procedures

- 1. The Maintenance Supervisor/Lead Maintenance will be contacted immediately
- 2. Maintenance Supervisor/Lead Maintenance will immediately go to location and verify existence of an emergency situation
- 3. Maintenance Supervisor/Lead Maintenance will determine whether the work can be done in house or requires contract services

4. If the matter cannot be resolved quickly, emergency status can be abated by transferring the resident away from the emergency situation.
5. Emergency work orders will be turned in immediately upon completion.
6. If situation is determined not to be an emergency, the resident will be informed that request will be considered as any other routine resident request.

F. Routine Maintenance Procedures (Ongoing)

1. Extermination

- a. The Housing Authority extermination will be provided by the secured contracted services through a licensed pest control company to maintain an efficient and effective pest control program. This must include ***trash rooms, compactor areas and trash chutes on regular scheduled basis- meaning each visit to development.***
- b. The Maintenance Staff will program and schedule extermination (including extermination of cockroaches) requirements for each development.
- c. The Housing Authority Staff will be furnished approved schedules by the elected contractor thirty (30) days prior to the first extermination date.
- d. Management is responsible for notifying the Residents and assuring that units are properly prepared.
- e. All developments will be completely treated for pests within a one (1) year cycle.
- f. Rodent Control

Properties will be baited for rodent extermination as needed and/or requested by management.
- g. Management will take precautionary measures to assure that Residents are aware of the antidote for the rodent poison use.
- h. Unscheduled Pest extermination will be made upon request.

2. Janitorial and Grounds Cleaning

a. Sweeping and mopping of Public Areas

All public corridors will be broom swept and mopped daily. Whenever possible, this operation will be performed in the mornings when resident traffic is the lightest.

b. Cleaning Grounds and Landscaped Areas

1) The policing of landscaped areas is best performed by a worker equipped with a shoulder bag and metal tipped spear or other comparable equipment. The worker will wear gloves for protection when removing trash from the spear. Paper, small cardboard cartons, and miscellaneous trash will be speared and deposited in the bag or other approved container.

2) Litter, such as cigarette butts or matches on lawn and other areas, which are too small to be speared, will be swept up by means of a bushel basket or wheelbarrow for removal. A square-faced shovel can be used for picking up the debris.

3) Large pieces of paper and miscellaneous trash, such as clothes hangers, too cumbersome for the bag, will be deposited in the nearest stationary waste basket or dumpster.

4) Litter found with names of residents will be noted and reported to the Housing Authority office so that notices can be mailed to the resident about the litter and charges, if applicable.

c. Cleaning of walks, roads, playgrounds, parking areas, on paved/hard surfaces where cars, benches, and play equipment is prevalent, best results are attained by manual sweeping. These areas will be power washed on an as needed basis.

3. Trash Collection

The Housing Authority will provide periodic trash collection at a frequency required to maintain the development in a sanitary condition with required resident cooperation.

- ☺ ☹ Trash collection will be provided by the Housing Authority on a scheduled basis
- ☺ ☹ Trash collection will be provided by a private firm under contract to the Housing Authority on a scheduled basis. These contracts will be renewed periodically.

4. **Landscape -**

- Check property for ant problems and treated with granules as needed
- Inspect and water flowering landscaping as needed

G. Vacant Unit Turnaround Procedure

1. It is the policy of the Housing Authority to prepare vacant units for re-occupancy within a maximum of three (3) working days.
2. As soon as a vacant unit is reported to Maintenance, plans will be made to inspect, repair, paint, and clean as needed.
3. If the resident is available, the resident will certify the condition of the unit on the Unit Inspection form.
4. In cases where the resident vacates without notice, the Maintenance Staff shall perform the move-out inspection within 24 hours of learning of the vacancy.
 - a. Staff will note all items which must be repaired and/or cleaned, and determine any damages to be charged to the resident's account.
 - b. Following inspection, the Maintenance Staff shall determine which work orders must be prepared.
5. **Make-Ready Steps**
 - a. Secure the unit and change the cylinders on the unit doors and mailbox locks. The keys to the old cylinders should be tried in both the old unit and mailbox locks to ensure their proper operation. If satisfactory, the old cylinders and keys

should be retained for re-use somewhere else at a later date.

- b. (1)Remove range and refrigerator , if applicable
(2) Clean/repair range and refrigerator thoroughly
- c. Exterminate
- d. Remove debris and clean
- e. Remove old name plates from the mail box, directory, and unit entrance door
- f. Remove all picture hooks, nails, curtain hooks and rods, shower curtain rings, etc.
- g. Plaster and caulk as required, especially nail holes
- h. Replace or repair torn shades or blinds for proper operation (If the shade roller has lost spring tension, shades should be pulled down, removed from brackets, rewound manually, and reinstalled)
- i. Clean all light fixtures, windows, and shades/blinds
- j. Replace cracked, broken, missing, or loose ceramic tile
- k. Repair Floor. Repair or replace missing asphalt tile. Mop the floor free of dirt, wax, scuff marks, etc. Excessive build-up of wax deposits should be removed. Do not patch floor tile with different pattern or color in open view.
- l. Replace wash basins that have chipped surfaces and cannot be repaired
- m. Clean plumbing fixtures and cabinets thoroughly; Lemon Oil wood.
- n. Paint unit completely at each turn of vacancy
- o. Return the clean/repared range and refrigerator to the unit when leased, if applicable.
- p. Final extermination (if needed)

- q. A completed inspection form and resident charges will be delivered to the Housing Authority office Staff as soon as unit is ready to be released
6. Circumstances will occur that will cause the Staff to exceed the 3 working day standard for unit preparation. These are individual exceptions and will not affect overall Housing Authority performance of this function. These circumstances shall include the following categories:
 - a. Fire damaged units
 - b. Developments where there are more than five (5) vacated units in one week
 - c. Contract work is necessary
 - d. Major rehabilitation of vacant units (such as modernization)
7. If any one of the following work items is required in the vacant unit, it shall be classified as a major rehabilitation:
 - a. Replace roof
 - b. Replace/repair entire plumbing system
 - c. Replace wall studs
 - d. Electrical re-wiring
 - e. Replace bathtub
 - f. Replace floor joists in any one room
 - g. Replace carpet or floor tile if it poses a tripping hazard
8. The Maintenance Staff and Management shall perform the final inspection.
9. Following this inspection, Management Staff shall accept the unit as complete if all work is completed to their satisfaction. If the unit is not accepted, the Maintenance Staff must see that the desired work is completed and schedule another final inspection. Acceptance of the unit is at the discretion of Management and it is expected that this discretion shall be exercised reasonably.

H. Planned and Preventive Maintenance Procedures Include:

- Replacing of air conditioning filters on a regularly rotated schedule for each apartment to be done every thirty(30) days
- Schedule cleaning of coils, checking of wire connections, etc. to air conditioning units prior to May
- Check for water consumption items, such as leaky faucets in kitchen

and/or bathroom, running commodes, leaks at washer connections where applicable

I.

1. Annual Unit Inspections

- a. Each occupied unit will be inspected annually by Inspection Department. The private companies, Manager or Foreman will conduct the inspection and follow UPCS guide line. All departments will provide a list of units that will be inspected in the upcoming weeks to the Asset & Operations Manager. The inspection department or manager will notify the resident of the inspection by sending a letter at least forty-eight (48) hours prior to the inspection.
- b. The Inspector who is conducting the inspection will use the Authority's Inspection Form.
- c. When major work items are found, they should be listed on the Inspection Form in sufficient detail to enable the preparation of a work order.
- d. Unusual conditions should also be reported to the Housing Authority Staff in writing on the Inspection Form.
- e. The following items will be checked during the inspection:
 - 1) Faucets - faucets will be inspected for their general condition (peeling, faded chrome, drips, etc.) Faucet handles should be adjusted for proper closure. If proper closure cannot be obtained, the washers on both the hot and cold water spindles will be replaced. When washers are changed, the faucet seat will also be replaced. On faucets equipped with non-renewable seats, defective seats will be ground to a smooth surface.
 - 2) Ranges - ranges will be inspected for oven door closure, knobs, flame adjustments, gas cock adjustments, oven spring tension, and top and oven burner condition. Defects will be corrected immediately. If the range is found to be in poor condition, defects will be corrected immediately. If the range is found to be in poor or dirty condition because

of resident neglect or lack of care, the problem will be reported on the Inspection Form and reported to the Maintenance Staff.

- 3) Hardware - entrance door hinges will be lubricated if necessary and checked for spring tension closure. Unit door locks, knobs, strike plates, and stops will be checked for fastening, alignment, and workability. Defects will be corrected immediately. Door cylinders will be checked for proper key way and pinning to the unit master key. Cabinet hinges, friction catches, and pull handles will be inspected for proper closure, fastening, and alignment. Defects will be corrected immediately.
- 4) Tile Floors/Carpet - General condition of the floor will be noted on the form. When indentions, cracks, and bumps are found in the tile, the notation must include the color, size, and quantity of materials, and the room where tile replacement is necessary. Carpet will be inspected for cleanliness, wear and tear, and damages as noted on the inspection form.
- 5) Ceramic Tile - the general condition of floor tile will be noted on the form. When cracked, broken, or missing tile is found, the notation must include the color, quantity, and size of material needed for the repair.
- 6) Electrical - switches will be operated to check their workability. Defective switches and outlets and missing or badly cracked cover plates will be replaced. Loose fixtures will be tightened. Fuse cut-out boxes will be inspected for conformity to fusestats and adapters. Any deviation from these fusestats will be corrected immediately. If there are indications of tampering with fuse boxes, a notation will be made on the form and a report made to the Maintenance Staff. Light fixture will be checked for cleanliness and damage and working bulbs.
- 7) Plumbing Fixtures - plumbing fixtures will be inspected for fastenings, workability, operation, water tightness and flow to and from the fixtures. Leaks to and from fixtures, including tubing, valves, bonnets, packing and piping, will be repaired immediately. Combination sinks, drain boards, bathtubs, and sink

will be inspected for damage, wear, or chipped areas. The extent of damage will be recorded on the Inspection Form for disposition by the Maintenance Staff. Flush tanks, flush tank covers, and toilet bowls will be inspected for cracks and chips and for cleanliness and stains. If repair is needed, a notation will be made on the Inspection Form and reported to the Maintenance Staff.

- 8) Refrigerators will be checked for secure door closures, door seals, thermostat operation, freezing capability, general condition and cleanliness. If the refrigerator is found to be in poor condition or dirty because of lack of care or abuse, the problem will be noted on the Inspection Form.
- 9) Windows will be checked for broken, cracked, or loose panes, proper operation of window locks, proper operation of the window opening and closure, weatherization (caulking, etc.), and for cleanliness.
- 10) Blinds/shades will be checked for condition and cleanliness of blades and tapes, bent or broken blades and proper operation of blind. Shades will be checked for proper operation of shade and condition and cleanliness. All repairs and conditions will be noted on the Inspection Form and reported to the Maintenance Staff.
- 11) General Unit Condition - The general condition of the entire unit will be noted. The following items will be checked and a notation entered on the Inspection Form.
 - a) Is unit unsanitary, unclean, or unsafe? If so, give details.
 - b) Are there other damages, such as sheet rock or wood frames; (walls, ceilings, interior or exterior doors)
 - c) Check washing machines for fixed connections to water supply and drainage.
 - d) Serial and tag number of range and refrigerator will be recorded for use in the annual inventory

- f. A completed Inspection Form will be submitted to the Management Staff who is responsible for initiating the work orders arising from the inspection. These work orders will be categorized as Unit Inspection and their issuance noted on the Inspection Form.

2. **Building and Systems Maintenance**

- a. **Buildings** - The Inspectors will inspect each building and all facilities at least monthly. The inspection will include:
 - 1) The complete building envelope, consisting of roofs, overhangs, exterior walls, windows, screens, doors, railing, and infestation
 - 2) All grounds, playground equipment, picnic tables, public or private streets or driveways roads, walks, and the drainage system and lawns (checking for foundation problems or leaks of gas or water).
 - 3) Particular attention will be given to evidence of sewer problems, water leaks, gas leaks, and the electrical drops, and gas meter installations.
 - 4) The Maintenance Staff will report the conditions found and indicate the exact location of needed repairs or replacements.
- b. **HVAC Systems** - Regular inspections will be made of HVAC systems whether by Housing Authority personnel or contractors.
- c. **Equipment** - Whenever a new piece of equipment is purchased, a file is started including all recommended preventive Maintenance servicing dates. This information is recorded for scheduling. A copy of the work order, which confirms the performance of scheduled Maintenance, or the repair, or replacement of any parts, is placed in the file to establish a record of all work performed on the equipment or system.
- d. **General Procedure** - Work to be accomplished quarterly is confirmed by work orders produced on the first of March, June, September, and December.

3. Motor Vehicles

a. Scheduled Maintenance

Specified tasks will be performed as required on a daily, weekly, or monthly basis:

Daily- odometer check, visual check

Weekly- (Monday morning before work begins)

Check all fluids; check inside and outside of vehicle

Monthly- Tune-up and oil change as needed
(Maximum is 3,000 miles)

Annually – Motor vehicle Inspection and Registration

- b. The Maintenance Staff is responsible for the condition of the vehicle and assuring that scheduled Maintenance is performed. This includes the completion of oil changes, lubrication, tune-ups, or other repairs and Maintenance. If the work required is beyond the capacity of Staff, outside services will be secured.

4. Painting

a. Exteriors

- 1) The scheduling of exterior painting is the responsibility of the Maintenance Department and is programmed to accomplish the painting of approximately one-fifth (1/5) of the total inventory each year.
- 2) Included in the above inventory are all appendage facilities within each development. These include the Management/Maintenance building, recreation building, pump and meter structures, benches, and signs.
- 3) Painting will be accomplished between cycles if it becomes necessary due to fire damage, hail, graffiti, or other unavoidable circumstances.
- 4) Residents, unless employed to do so by the Housing Authority, are not to apply paint in any manner to building exteriors. Should they do so, they will be responsible for the restoration of the property as directed by the Housing Authority.

b. Interiors

- 1) The condition of the interior paint finish of each unit will be inspected when vacated and a unit will be repainted as necessary prior to occupancy to bring it to a standard of good property Maintenance.
- 2) The interior of occupied units will be painted according to the cycle painting standard or as soon as feasible. Painting will be done at intervals no longer than every five (5) years for family units; every seven (7) years for elderly units.
- 3) Interior of Management/Maintenance facilities will be painted as necessary but at least every 5 years.

LEAD BASE PAINT HAZARDS

The Housing Authority of the City of Houston shall abide by all requirements as outlined in 24CFR Part 35 "Requirement for notification, evaluation and reduction of lead based paint hazards in federally owned residential property and housing receiving Federal assistance."

The Housing Authority of the City of Houston performed testing and abatement under interim guide lines as prescribed in 1988. Testing was conducted on all Conventional Public Housing Units constructed prior to 1978 at that time. All lead identified as result of the tests performed were 100% abated

All records of testing are maintained at the central offices by the Real Estate Investment and Development Department (REID)

The Housing Authority of the City of Houston will ensure that any need for testing will be contracted and accomplished by certified lead base inspector.

Service Contracts

The Housing Authority of the City of Houston has Contracted with outside firms to provide Boiler/

Chiller; Elevator, Garbage removal, Gas System Tests, Extermination Service, Landscaping Services, Generator Inspection and Fire System Inspection maintenance work.

Each of these contracts was procured in accordance with HHA Procurement policies based upon HUD Regulation as 24 CFR 85.36.

All contract were selected by bid or complete proposal method and the total amount of the contracts are well within HHA's operating budget for the year. within HHA's operating budget for the year.

These contract are administered by the Director of PHO or his/ her designee and shall be reviewed, at least annually, for performance and cost effectiveness.

I. Maintenance Staff Training

It is the intention of the Housing Authority's Maintenance Department to have a qualified, well-trained work force. Its goal is to ensure that every member of the department is thoroughly trained in his/her job skill in order to perform his/her mission in a timely and efficient manner.



Houston Housing Authority

Affirmatively Further Fair Housing Statement

It is the mission of Houston Housing Authority to promote non-discrimination, and fair and equal housing opportunities for all. In an ongoing effort to provide services and activities in a nondiscriminatory manner, a strong commitment to affirmatively further fair housing is not only one of the Houston Housing Authority guiding principles, it is a requirement for participating in HUD's many housing and community development programs. This requirement is satisfied through our continued practice to promote Affirmatively Furthering Fair Housing and also in our numerous written policies, principles, guidelines, and, most importantly, our practices. We have certified to Affirmatively Further Fair Housing as is reflected in our Five Year and Annual Plans and in the City of Houston's Consolidated Plan and Analysis of Impediments to Fair Housing.

1. Overcome the effects of the impediments of fair housing choice that were identified in the jurisdiction's Analysis of Impediments (AI) to Fair Housing Choice.

The City's Analysis of Impediments (AI) is a review of impediments or barriers that affect the rights of fair housing choice. It covers public and private policies, practices, and procedures affecting housing choice. Impediments to fair housing choice are defined as any actions, omissions, or decisions that restrict, or have

the effect of restricting, the availability of housing choices, based on race, color, religion, sex, disability, familial status, or national origin. The AI serves as the basis for fair housing planning, provides essential information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates, and assists in building public support for fair housing efforts. Conducting an analysis of impediments is a required component of the City's Consolidated Plan. Houston Housing Authority ensures that we overcome the effects of the impediments to fair housing choice that were identified in the jurisdiction's Analysis of Impediments to Fair Housing Choice by providing:

2. Remedy Discrimination in Housing.

Under the City of Houston's Consolidated Plan, the HHA is required to:

- a) Examine and attempt to alleviate housing discrimination within our programs;
- b) Promote fair housing choice for all persons;
- c) Provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin;
- d) Offer opportunities for all persons to participate in our non-housing programs without regard to their race, color, religion, sex, disability, familial status or national origin;
- e) Promote housing that is accessible to and usable by persons with disabilities;
- f) Comply with the non-discrimination requirements of the Fair Housing Act.

3. Promote Fair Housing Rights and Fair Housing Choice.

To ensure that our participants and prospective participants benefit from the laws enacted to mandate the promotion of fair housing rights, we have developed civil rights and fair housing policies and procedures. We have put in place an affirmative marketing program that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status who are least likely to apply for housing. The purpose of such programs is to provide services designed to affirmatively further the fair housing objectives stated in Title VIII of the Fair Housing Act. We link with partners who promote this cause.

Each partner is to pursue affirmative fair housing marketing policies by seeking out possible buyers and tenants, and advertising available housing properties.

Examples of such action include:

- Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) and using the variety of languages spoken by eligible families within the marketing area;
- Using the Equal Housing Opportunity Logo and the equal housing opportunity statement
- Educating persons within an organization about fair housing and their obligations to follow nondiscrimination laws;
- Conducting outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.

- Encouraging fair housing enforcement organizations in areas where there are no such organizations;
- Briefing all Housing Choice Voucher program participants to help them to find housing outside of minority and/or poverty concentrated areas;
- Conducting outreach to housing providers in non-minority and non-poverty concentrated areas;
- Marketing available housing to persons less likely to apply for housing in a metropolitan statistical area;
- Prohibiting discrimination on the basis of race, color, sex, disability, familial status or national origin in our programs and activities.
- Prohibiting discrimination based on disability in our programs.
- Ensuring that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 are accessible to and useable by persons with disabilities.
- Eliminating, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally conducted programs and activities.

4. Identify the impediments to fair housing choice identified in the jurisdiction's Analysis of Impediments (AI).

- According to the City of Houston's Analysis of Impediments to Fair Housing (2005), the City of Houston identified twelve (12) impediments to fair housing based on the demographic profile of the City of Houston, a review of the City's fair housing policies, housing ordinance, the local Home Mortgage Disclosure Act (HMDA) data and the Fair Housing Survey.

- a) The inability to use HOME funds for the development of affordable housing
 - b) Lack of income
 - c) Lack of affordable housing in Houston
 - d) Lack of education
 - e) Lack of accessible housing to meet the needs of the disabled community in Houston
 - f) Discrimination against families with children
 - g) Discrimination of minorities versus whites in housing rental and sales market
 - h) Financial literacy education
 - i) Lack of loan and services to very low income and minority areas, exhibiting similar characteristics to traditional redlining
 - j) Predatory lending practices
 - k) Disparity in lending practices
 - l) Lack of substantially equivalent fair housing ordinance
- The Houston Housing Authority, an agency completely separate from the City of Houston, lacks statutory authority and the financial capacity to address all of the impediments listed. The Houston Housing Authority is not a general local government; rather it is the primary provider of low income housing in the City of Houston. The Houston Housing Authority makes every effort to market both its public housing units and housing choice vouchers affirmatively, to those members of protected classes least likely to apply. We target 40% of our public housing and 75% of our vouchers to persons of

extremely low income. We make special efforts to reach persons with disabilities including having a set-aside of vouchers for institutionalized people who wish to return to the community.

- a) The Houston Housing Authority is dedicated to developing additional affordable housing units. The Housing Authority has partnered on six tax credit properties to increase the supply of affordable housing and will continue to develop affordable housing units.
- b) The Houston Housing Authority will continue to work on developing the skills of participants who are members in all protected classes ; programs will continue to focus on educational and vocational development toward economic self-sufficiency.
- c) The Houston Housing Authority works to stem the current trend of gentrification of historically low cost housing areas with non-affordable housing. The Houston Housing Authority is dedicated to developing mixed income housing in order to provide housing opportunities to persons of very low income, low, or moderate income.
- d) The Houston Housing authority trains staff on reasonable accommodations for people with disabilities. The Houston Housing Authority is also increasing the number of accessible units provided to the community by converting non-accessible public housing units to UFAS compliant units. In addition, in the Housing Choice voucher Program the Houston Housing Authority trains landlords on reasonable accommodations. Fair housing complaints are sent to the Texas Commission on Human Rights.

- e) HUD's nationwide report on housing discrimination concluded that Houston had high levels of discrimination against black and Hispanic renters and homebuyers. The Houston Housing Authority serves primarily African American and Hispanic families and individuals since these groups are disproportionately represented in our eligible population. The Houston Housing Authority supports fair housing enforcement efforts. Fair housing complaints are sent to the Texas Commission on Human Rights. The Houston Housing Authority has adopted affirmative marketing procedures including making information available in Spanish and other languages as needed by eligible families.
- f) In the Houston Housing Authority's Family Self-Sufficiency Program, we provide financial education to help with successful management of personal finances, buying a home, and preventing people from falling victim to predatory lending. These services are provided to voucher holders who are members of protected classes.
- g) The Houston Housing Authority has developed low and moderate income units in areas where new investment in the community is needed. The Houston Housing Authority only does business, in the homeownership program, with lenders who are willing to make loans on homes that pass HUD's inspection standards.